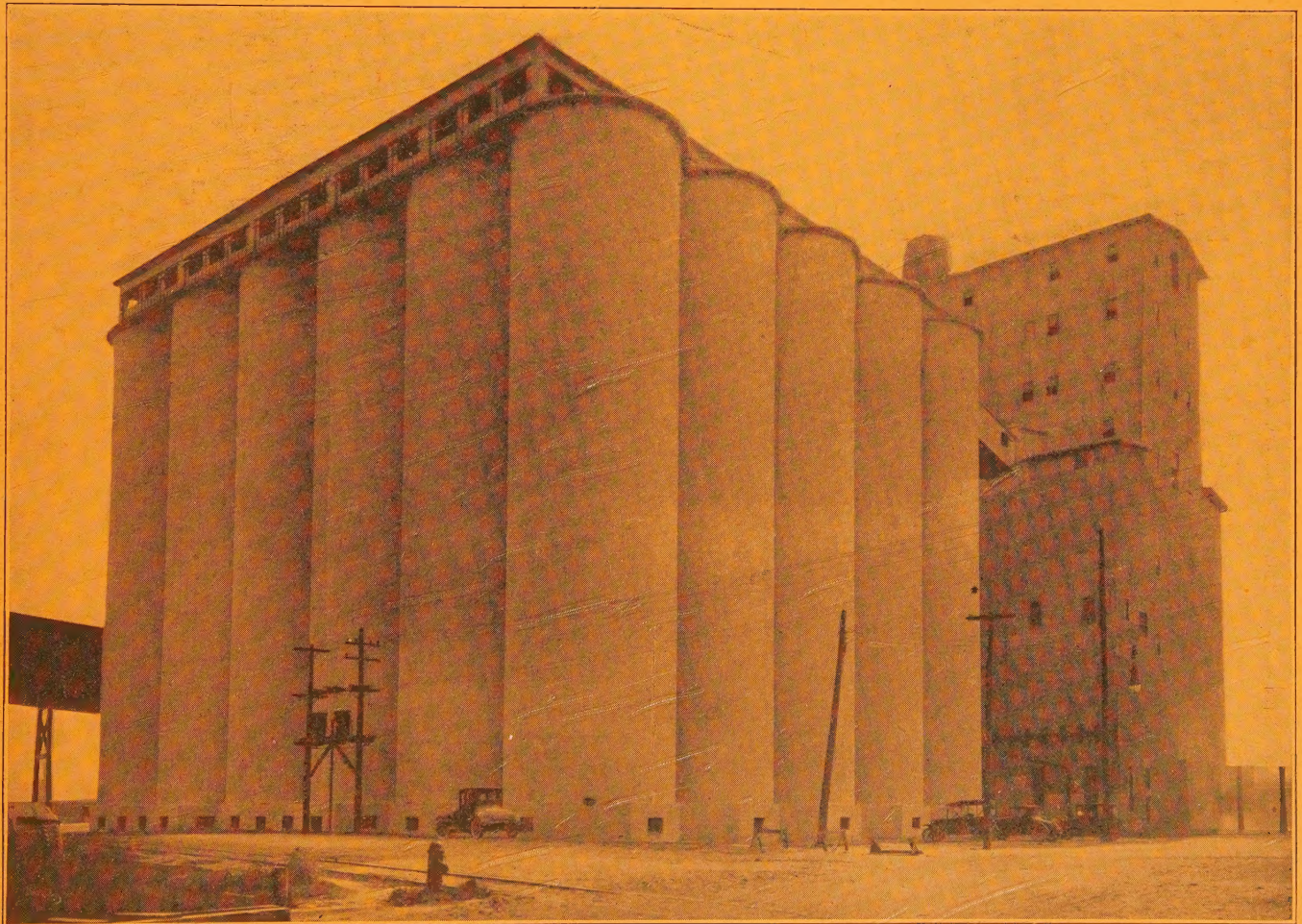
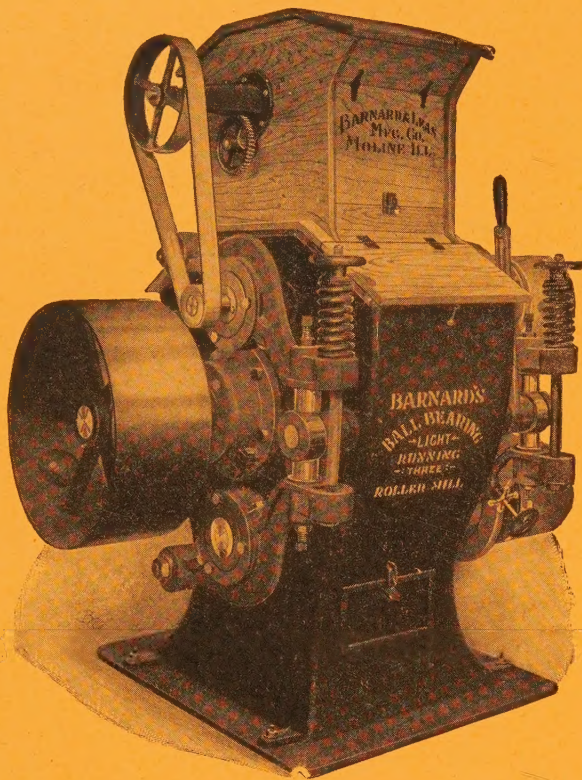


GRAIN DEALERS JOURNAL



Reinforced Concrete Storage Annex of Galveston Wharf Co.'s Elevator "B," Galveston, Tex.



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Light-Running
Three-Roller
Feed Mill**

Most Profitably Operated

This feed mill is considered by its large number of users, to be the most profitable to operate, because of it being light running, it requires less power and oil. This saving has been accomplished by the use of ball-bearings.

Although we especially recommend this machine for the coarser work of grinding coarse corn meal and chop feed, it is also splendidly adapted for grinding barley, wheat for graham, rye and other small grains. It has very large capacity considering the length of rolls, and is equipped with a roll feeder, which is easily set and adjusted and feeds a steady, even stream to the rolls. All other adjustments are simple, efficient and first class, and the grinding is easily controlled.

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MILL FURNISHERS.

ESTABLISHED 1860. MOLINE, ILLINOIS, U.S.A.

Directory of the Grain Trade

In Organized Markets Only Members of the Local Grain Exchange Will Be Listed

HAVING YOUR name in this directory will introduce you to many old and new firms during the year, whom you do not know or could not meet in any other way. Many new concerns are looking for connections, seeking an outlet or an inlet, possibly in your territory. It is certain that they turn to this recognized Directory, and act upon the suggestions it gives them.

AMARILLO, TEXAS.

Early Grain & Elevtr. Co., wholesale grain.*
Stone & Co., Lester, wholesale grain.*

ATCHISON, KANS.

Moore-Lawless Grain Co., consgts., futures, pvt. wires.*

ATLANTA, GA.

Commercial Exchange Members.

Haym & Sims, wholesale brokers, grain, hay.*

BALTIMORE, MD.

Chamber of Commerce Members.

Baltimore Grain Co., grain receivers, exporters.*
Dennis & Co., grain merchants.
England & Co., Inc. Chas., grain, hay.*
Fahy & Co., John T., grain receivers and exporters.*
Gill & Fisher, receivers and shippers.*
Hammond, Snyder & Co., Inc., receivers, exporters.*
Hax & Co., G. A., grain, hay, seeds.*
Johnston Co., Thos., receivers & shippers.*
Jones & Co., H. C., receivers, shippers, exporters.*
Lederer Bros., grain receivers.*
Robinson & Jackson, grain commission merchants.*

BLOOMINGTON, ILL.

Hasenwinkle-Scholer Co., corn and oats.

BOSTON, MASS.

Chamber of Commerce Members.

Benzaquin, Matthew D., grain brokerage commission.*

BUFFALO, N. Y.

Corn Exchange Members.

Anchor Grain Co., Inc., grain and feed.
Armour Grain Co., grain merchants.*
Burns Bros. Grain Corp., grain commission.*
Davis, Inc., A. C., grain.*
Harold, A. W., grain, barley a specialty.
McConnell Grain Corporation, commission merchants.*
McKilien, Inc., J. G., receivers and shippers.*
Pratt & Co., receivers, shippers of grain.*
Ratcliffe, S. M., commission merchant.*
Seymour-Wood Grain Co., consignments.*
Sunset Grain & Feed Co., grain & feed.*
Townsend Ward Co., The, consignments.*

CAIRO, ILL.

Board of Trade Members.

Cairo Grain Com. Co., consignments.*
Halliday Elevator Co., grain dealers.*
Hastings Co., Samuel, receivers & shippers.*
Hastings-Stout Co., grain merchants.*
Lynch Grain Co., grain dealers.*
Thistlewood & Co., grain and hay.*

CEDAR RAPIDS, IOWA.

Gifford Grain Co., grain and grain products.*
King Wilder Grain Co., grain shippers.*
Murrel Grain Co., Ray, recvrs. and shprs.*

CHATTANOOGA, TENN.

Chattanooga Feed Co., mfrs. feed; shprs. gr., hay, feed.

CHICAGO, ILL.

Board of Trade Members.

Anderson & Co., W. P., grain commission merchants.*
Armour Grain Co., grain buyers.*
Bailey & Co., E. W., grain commission merchants.*
Bartlett-Frazier Co., grain merchants.*
Brennan & Co., John E., grain commission merchants.*
Carhart Code Harwood Co., grain commission.*
Dole & Co., J. H., grain and seeds.*
Freeman & Co., Henry H., grain, hay, straw.*
Gerstenberg & Co., commission merchants.*
Harris, Winthrop & Co., grain commission.*
Hitch & Carder, commission merchants.*
Holt & Co., Lowell, commission, grain and seeds.*
Lamson Bros. & Co., consignments solicited.*
McKenna & Dickey, commission merchants.*
Mumford & Co., W. R., grain, hay, millstuffs.*
Norris Grain Co., grain merchants.*
Pope & Eckhardt Co., grain and seeds.*
Rang & Co., Henry, grain merchants.*
Requa Bros., wheat a specialty.*
Rosenbaum Brothers, grain merchants.*
Rosenbaum Grain Co., J., commission merchants.*
Rumsey & Co., grain commission.*
Sawyers Grain Co., consignments.*
Schiffin & Co., P. H., commission.*
Shaffer Grain Co., J. C., grain merchants.*
Somers, Jones & Co., grain and field seeds.*
Uplike Grain Co., consignments.*

*Member Grain Dealers National Association.

CINCINNATI, O.

Grain & Hay Exchange Members.

Early & Daniel Co., grain, hay, feed.*

CLEVELAND, O.

Grain & Hay Exchange Members.

Bailey, E. I., grain and millfeed.*
Cleveland Grain & Milling Co., The, recvrs. & shprs.*
Gates Elevator Co., The, receivers and shippers.*
Sheets Elevator Co., The, grain, hay, straw.*
Shepard, Clark & Co., grain merchants.*
Strauss & Co., H. M., receivers, shippers hay & grain.*

COLUMBUS, OHIO.

Smith-Sayles Grain Co., The, buyers and shippers.*

DAVENPORT, IOWA.

Davenport Elevator Co., receivers and shippers.*

DECATUR, ALA.

Lyle-Taylor Grain Co., whlse. grain, hay, feeds.

DECATUR, ILL.

Baldwin & Co., H. I., grain dealers.*

DENVER, COLO.

Grain Exchange Members.

Ady & Crowe Merc. Co., The, grain and hay.*
Conley-Ross Grain Co., The, grain and beans.*
Crescent Flour Mills Co., The, merchant millers.*
Creswell Elevator Co., wholesale grain.*
Denver Elevator, wholesale grain, flour, millfeed.*
Houlton Grain Co., wholesale grain.*
Kellogg Grain Co., O. M., receivers and shippers.*
McCaull-Dunsmore Co., wholesaler and commission.*
Moore-Lawless Grain Co., private wires to all markets.*
Phelps Grain Co., T. D., wholesale grain.*
Rocky Mountain Grain Co., export and domestic grain.*
Summit Grain Co., wheat, corn, oats, rye, barley.*

DES MOINES, IOWA.

Board of Trade Members.

Des Moines Elevtr. & Gr. Co., oats a specialty.
Iowa Corn Products Co., receivers and shippers.
Lockwood, Lee, broker.
Marshall Hall Grain Co., grain commission.*
Rang & Co., Henry, grain commission.
Taylor & Patton Co., corn and oats.*

DETROIT, MICH.

Board of Trade Members.

Dumont, Roberts & Co., receivers, shippers.*
Huston, C. R., grain and hay.*
Lichtenberg & Son, oats, corn, hay, straw.*
Simmons & Co., F. J., grain and hay.*
Swift Grain Co., consign or ask for bid.*

FORT WORTH, TEX.

Grain and Cotton Exchange Members.

Dorsey Grain Co., merchants—commission, consignments.*
Transit Grain & Com. Co., consignments, brokerage.*

GREENVILLE, O.

Grubbs Grain Co., E. A., track buyers.*

HAMBURG, IOWA.

Sullivan & McBride S. & G. Co., red cob fodder corn.*

HASTINGS, NEBR.

Koehler-Twisdale Elevator Co., grain dealers.*

HATTIESBURG, MISS.

Merchants Grocery Co., whlse. grocers, grain, fd., nr.

HOUSTON, TEX.

Gulf Grain Co., grain, hay, millfeed.*
Rothschild Co., S., grain, c/s products, rice b/p.*

HUTCHINSON, KANS.

Board of Trade Members.

Central Grain & Laboratories Co., The, buyers for mills.

INDIANAPOLIS, IND.

Board of Trade Members.

Anderson & Mercer, grain commission & consignments.*
Bingham Grain Co., The, recvrs. & shippers.*
Boyd Grain Co., Bert A., strictly brokerage & com.*
Cleveland Grain & Milling Co., grain commission.*
Hart-Malbucher Co., grain merchants.*
Hayward-Rich Grain Co., grain commission.*
Hill Grain Co., The Lew, grain merchants.*
Kinney Grain Co., H. E., recvrs. & shippers.*
National Elevator Co., grain merchants & Comm.*
Menzie Grain & Bkg. Co., Carl D., grain merchants.*
Steinbart Grain Co., commission and brokerage.*
Witt, Frank A., grain commission and brokerage.*

JACKSON, MICH.

Bartlett, J. E., broker.

JACKSON, MISS.

Royal Feed & Mfg. Co., mixed feed mfrs.

KANSAS CITY, MO.

Board of Trade Members.

Christopher & Co., B. C., kafir, feterita, millo.*
Davis Grain Co., A. C., grain commission.*
Denton Kuhn Grain Co., consignments.*
Ernst Davis Grain Co., commissions.*
Federal Grain Co., receivers, shippers.*
Frisco Elevators Co., grain merchants.*
Goffe & Carkener, grain commission.*
Hall-Baker Grain Co., consignments.*
Lichtig & Co., H., kafir, millo, screenings.*
Logan Bros. Grain Co., receivers and shippers.*
McCord-Logan Grain Co., commission merchants.*
Miller Grain Co., S. H., consignments.*
Moore-Lawless Grain Co., grain receivers.*
Moore-Seaver Grain Co., grain receivers.*
Norris Grain Co., grain merchants and exporters.*
Roaben Grain Co., E. E., consignments.*
Rocky Mt. Grain & Com. Co., consignments.*
Root Grain Co., consignments and futures.*
Scoular Bishop Grain Co., receivers and shippers.*
Shannon Grain Co., consignments.*
Simmonds, Shields, Lonsdale Grain Co., grain.*
Smith-Weekes Bkg. Co., grain broker.*
Terminal Elevators, grain merchants.*
Thresher Grain Co., R. J., grain commission.*
Watkins Grain Co., consignments.*
Wilser Grain Co., consignments.*

LAWTON, OKLA.

Western Grain Co., hay, grain, seeds, mill pdts.

LIBERAL, KANS.

Vickers Grain & Seed Co., grain and field seeds.

LINCOLN, NEBR.

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Lincoln Grain Co., grain merchants.*

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Grain Exchange Members.

Caple & Stockton, hay, grain, feed.*
Farmer Co., E. L., brokers, grain & mill feed.*
Gordy Co., C. L., grain brok., hay, grain, millfeed.*

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Board of Trade Members.

Bingham-Hewett Grain Co., receivers-shippers of grain.*
Callahan & Sons, receivers and shippers of grain.*
Kentucky Public Elevator Co., storers and shippers.*
Verhoeff & Co., H., receivers and shippers.*
Zorn & Co., S., receivers and shippers.*

LYNCHBURG, VA.

Moon-Taylor Co., grain and hay brokers.

MEMPHIS, TENN.

Merchants Exchange Members.

Browne, Walter M., broker and com., consignments.*
Buxton, E. E., broker & commission merchant.*
Davis & Andrews Co., grain, mixed feed.*
U. S. Feed Co., grain, hay, mill feed.*

MIDDLETOWN, CONN.

Meech & Stoddard, Inc., grain, feed, hay, flour.*

(Continued on next page.)

Directory of the Grain Trade

In Organized Markets Only Members of the Local Grain Exchange Will Be Listed

MILWAUKEE, WIS.

Chamber of Commerce Members.

Bacon Co., E. P., grain and seed.*
Bell Co., W. M., commission merchants.*
Bush Grain Co., grain merchants.
Cargill Grain Co., grain and seeds.
Donahue-Stratton Co., dls. grain and feed.*
Flanley Grain Co., consignments solicited.
Frankel Grain Co., feeds, grain, hay.
Fraser-Smith Co., commission merchants.
Frocdtert Gr. & Maltng Co., grain commission.
Kamm Co., P. C., grain shippers.*
La Budde Feed & Grain Co., grain and feed.
Lamson Bros. & Co., grain commission.
Milwaukee Grain Commission Co., grain commission.
Bang & Co., Henry, commission merchants.
Runkel & Dadmun, grain commission merchants.*
Taylor & Bournique Co., grain merchants.*
Udlike Grain Co., consignments solicited.*

MERIDIAN, MISS.

Board of Trade Members.

Lyon & Co., A. J. whole. gro., grain, feed.
Threefoot Bros. & Co., whole. grain, feed, flr., gro.*

MINNEAPOLIS, MINN.

Chamber of Commerce Members.

Cargill Commission Co., grain commission.*
Cereal Grading Co., grain merchants.*
Hankinson & Co., H. L., grain commission.*
Malinquist & Co., C. A., receivers & shippers.*
Marfield Grain Co., grain commission.*
McNeill Dinsmore Co., consignments solicited.*
Sheffield Elevator Co., shippers of grain.*
Sterling Grain Co., receivers and shippers, all grains.*
Van Dusen-Harrington Co., grain merchants.*
Zimmerman, Otto A., grain and feed.

NEW ORLEANS, LA.

Board of Trade Members.

Anderson & Jackson, Inc., exporters of grain.*
Fox Co., C. B., exporters.*
Nathan, Edw., seccr. to Nathan & Fettis, fwdg. agt.*

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Produce Exchange Members.

Jones & Co., M. B., buyers—quote us.*
Knight & Company, commission merchants.*
Muller & Co., Inc., W. H., recvrs., buyers, exporters.*
Therrien, A. F., broker.

NASHVILLE, TENN.

McKay-Reece Co., wholesale seeds & grain.

NORFOLK, VA.

Moon-Taylor Co., grain and hay brokers.

OKLAHOMA CITY, OKLA.

Grain Exchange Members.

Cherokee Grain Co., grain merchants.*
Lang Grain Co., J. E., prompt and efficient service.*
Marshall Grain Co., grain, feed, seeds.*
Moore, George L., grain merchant.
Okla. City M. & E. Co., grain merchants, millers.*
Perkins Grain Co., W. L., brokers.*
Scannell-Winters Grain Co., grain and feed.*
Stinnett Grain Co., grain merchants.*
Stowers Grain Co., W. E., commission merchants.*
Vandenberg, Jesse, milling wheat.*
Vandever Grain Co., wholesale grain.
White Grain Co.*

OMAHA, NEBR.

Grain Exchange Members.

Butler Welsh Grain Co., grain merchants.*
Crowell Elevator Co., receivers, shippers.*
Roberts Grain Co., Geo. A., grain merchants.*
Stockham Grain Co., E., commission merchants.*
Taylor Grain Co., commission and brokers.
Trans-Mississippi Grain Co., receivers and shippers.*
United Grain Co., grain commission.
Udlike Grain Co., consignments.*

OTTAWA, KANS.

Ross Milling Co., The, millers, hard wheat flour.

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Bowen Grain Co., H. D., receivers & shippers.
Cole Grain Co., Geo. W., receivers and shippers.*
Dewey & Sons, W. W., grain commission.*
Feltman Grain Co., C. H., grain commission.
Harrison, Ward & Co., receivers & shippers.*
Luke Grain Co., grain commission.*
Miles, P. B. & C. O., grain commission.*
Turner Hudnut Co., receivers and shippers.*
Tyng Grain Company, receivers and shippers.*

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Dunwoody Co., Ezi., flour, grain, feed.*
Richardson Bros., grain, flour, millfeeds.*
Richardson, Geo. M., grain and feeds.*
Rogers & Co., E. L., hay, straw, grain, feed.*
Stites, A. Judson, grain and millfeed.*

PONTIAC, ILL.

Balbach, Paul A., grain buyer, all markets.

RICHMOND, VA.

Grain Exchange Members.

Beveridge & Co., S. T., grain, hay, feeds, seeds.

ROCHESTER, N. Y.

Dalley Bros., Inc., receivers and shippers.*

SALINA, KANS.

Board of Trade Members.

Bossemeyer Grain Co., The Paul, grain merchants.*
Freeman-Faith Grain Co., receivers and shippers.
Hayes Grain Co., Always in the market.
Rickel, E. L., grain receiver and shipper.
Service Grain Co., grain, feed, grain products.*
Weber Flour Mills Corp., millers, exporters, grain dls.*

ST. JOSEPH, MO.

Grain Exchange Members.

A. J. Elevator Co., The, wheat, corn, oats.*
Button-Simmons Grain Co., grain commission.*
Gordon Grain Co., grain commission.*
Marshall Hall Grain Co., consignments solicited.*
Washer Grain Co., W. S., consignments.*

SAN ANTONIO, TEXAS

King, Douglas W., wheat, corn-brok., Texas B. Oats.*

ST. LOUIS, MO.

Merchants Exchange Members.

Dreyer Commission Co., feedingsuffs, grain, seeds.*
Graham & Martin Grain Co., grain commission.*
Marshall Hall Grain Co., grain commissions.*
Langenberg Bros. Grain Co., grain commission.*
Morton & Co., grain commission.*
Nanson Commission Co., grain commission.*
Picker & Beardsley Com. Co., grain and grs seed.*
Turner Grain Co., grain commission.*

SIOUX CITY, IOWA.

Board of Trade Members.

Button Co., L. C., grain commission.*
McCaull Dinsmore Co., commission.*
Western Terminal Elevator Co., receivers and shippers.*

SIOUX FALLS, S. D.

Burke Grain Co., grain merchants.

SUPERIOR, NEBR.

Bossemeyer Bros. Terminal Elevator.*
Elliott & Myers, grain merchants.*
Superior Terminal Elvtr. Co., grain, corn products.

TOLEDO, OHIO.

Produce Exchange Members.

De Vore & Co., H. W., grain and seeds.*
King & Co., C. A., grain and seeds.*
Southworth & Co., grain and seeds.*
Wickenhiser & Co., John, grain receivers, shippers.*

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Derby Grain Co., wheat, corn, oats, and millfeed.*
Golden Belt Grain & Elvtr. Co., The, recvrs. & shprs.*
Topeka Grain Co., wheat, corn, oats, mill & ctn. feed.*

WASHINGTON, D. C.

Wilkins-Rogers Mlg. Co., Inc., receivers and shippers.*

WICHITA, KANS.

Board of Trade Members.

Baker-Evans Grain Co., milling and export wheat.*
Hipple Grain Co., consignments.
Kansas Flour Mills Co., receivers and shippers.
Raymond Grain Co., consignments.
Simonds-Shields-Lonsdale Gr. Co., exporters.
Strong Trading Co., wholesale grain and feed.*
Terminal Elevators, exporters.

WICHITA FALLS, TEXAS.

Mytinger Grain Co., J. C., grain, feed, seeds.*

WINCHESTER, IND.

Goodrich Bros. Hay & Grain Co., whlrs. gr. and seeds.*

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Grain Merchants

McConnell Grain Corporation

Commission Merchants

A. C. Davis, Inc.

Grain Commission

A. W. Harold

Grain—Barley a Specialty

Anchor Grain Co., Inc.

Grain and Feed

Pratt & Co.

Receivers and Shippers

Sunset Feed & Grain Co., Inc.

Receivers and Shippers

S. M. Ratcliffe

Commission Merchants

Burns Bros. Grain Corp.

Grain Commission

The Townsend-Ward Co.

Grain Merchandising and Consignments

Seymour-Wood Grain Co.

Consignments

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Members**JOHN WICKENHISER & CO.**
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Feterita, Milo
Maize, Mill Feed**SHANNON GRAIN COMPANY**
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Kansas City, Mo.

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Chamber of Commerce
MINNEAPOLIS

CARGILL COMMISSION COMPANY

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S. J. McCaull, Sec. A. M. Dinsmore, Treas.
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Eighth edition, revised and enlarged, shows the following range of reductions of pounds to bushels by fifty pound breaks.

| | | |
|--------|-----------------|-------------------|
| 20,000 | to 107,950 lbs. | to 32 lb. bushels |
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GRAIN DEALERS JOURNAL
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CARHART CODE HARWOOD CO.
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Foreign Exchange ——— Letters of Credit ——— Cable Transfers

Accounts of Grain Merchants Invited

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CORN

Halliday Elevator Company
GRAIN DEALERS
CAIRO, ILL.

OATS

DENVER

Grain shippers who are anxious to get the most from their grain will find it to their advantage to investigate the merits of the Denver market. After a thorough investigation it is a known fact that it will receive your shipments. Any of the Grain Exchange members listed below will be glad to give you any information you may desire. Better still—ship at least one car to any of them and be convinced.

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Grain—Wholesaler and Commission.

T. D. Phelps Grain Co.

Wholesale Grain and Beans.

The Crescent Flour Mills

Merchant Millers and Wholesale Grain.

Denver Elevator

Wholesale Grain, Flour and Mill Feed.
We operate 30 elevators in Eastern Colorado.

The Summit Grain Co.

Receivers and shippers of all kinds of grain.
Wire or phone us.

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The Conley-Ross Grain Co.

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Private wires to all markets. Hedging orders solicited.

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Grain Merchants—Export and Domestic.

Houlton Grain Company

Wholesale Grain—Get in touch with us.

The J. A. & Crowe Mercantile Co.

Grain, Hay, Beans.

Note: All grain bought by members of the Denver Grain Exchange which is graded at Denver and which does not come up to contract grade is discounted by three disinterested members of the Exchange, when dockage is not provided for in the contract.

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Members

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This combination means SUCCESS AND SATISFACTION to all OUR TRADE!

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Business
Ask for Our Prices

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Hard and Soft Wheat
Corn and Oats
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CONSIGNMENT SPECIALISTS

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We have enlarged upon our old form of recording C. N. D. quotations and now have a new book which, in addition to having spaces for Wheat, Corn and Oats, also has spaces for Rye and Barley.

Each sheet is headed "Board of Trade Quotations for Week Commencing Monday.....192...." Columns are provided for three Wheat options, three Corn, three Oats, three Rye and two Barley; have spaces for the market hourly and at close. Closing prices for previous week are listed at top.

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Terminal Elevator Capacity 700,000 Bu.
We specialize in Oats and High Grade
Corn, Oats sacked for Southern Trade.
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Grain - Flour - Mill Feed
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Corn, Oats, Mill Feed

Ask for Prices

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Every Car Gets Personal Service
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WRITE US YOUR OFFERS

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DUMONT, ROBERTS & CO.

626-8 Murphy Building, Detroit, Mich.
"The top 'o the market to you"

TAYLOR & PATTON CO.

Terminal elevator capacity
250,000 bushels. Buyers and
shippers of Corn and Oats.
DES MOINES - IOWA

Certain Departments

in this number of the GRAIN DEALERS JOURNAL are especially interesting.
After you have read them, consider carefully whether you are not better off with
the twenty-four numbers of the Journal, on your desk, or the \$2.00 in your pocket.

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Grain Commission Merchants

Sellers of Cash Grain and
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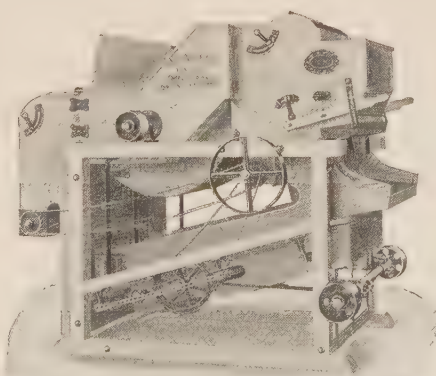
TRUTH MUST NOT ONLY BE TOLD—IT MUST ALSO BE LIVED

You Can Place Absolute Confidence in Invincible Claims

WE MAKE THE STATEMENT THAT—INVINCIBLE SEPARATORS HAVE NO EQUAL

Install the one
pictured.

Then see how nearly
your expectations
approach a full realiza-
tion of Receiving Sep-
arator value.



The INVINCIBLE Com-
pound Shake, Double
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Built in sizes to meet
any desired capacity
from 50 to 5000 bushels
hourly.

INVINCIBLE GRAIN CLEANER COMPANY, Silver Creek, New York

YOUR MESSAGE

Let the Grain Dealers Journal your message bear
To progressive grain dealers everywhere.

The New North Dakota State Mill and Elevator Installed 24 Carters

Here's another proof of the greater efficiency and money-saving ability of the Carter Disc Separator.

The North Dakota State Mill and Elevator at Grand Forks is completely equipped with these machines. The



will be a profitable investment in **your** elevator also, because—

- it makes an absolutely clean separation of oats and barley from wheat in one run through the machine.
- it saves freight charges on dockage and keeps the dockage at home where it is valuable as stock feed.
- it raises the grade of wheat.
- it increases the test weight of wheat.

Carter-Mayhew Mfg. Co.
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In Canada: Manufactured and Sold By The
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N. D. STATE MILL AND ELEVATOR OPENED

Big Plant at Grand Forks Starts
Making Flour in First
Unit

Grand Forks, Oct. 30.—The state of North Dakota went into the elevator and flour milling business when its \$2,500,000 mill and elevator was formally opened here today.

Following a luncheon attended by state officials and other prominent citizens, Governor R. A. Nelson spoke a button setting in motion machinery in the flour mill, which eventually will have a capacity of 8,000 barrels a day.

One unit of the mill, with a daily capacity of 1,000 barrels, was placed in operation today. A second unit, with the same capacity, will be ready in about three weeks, and the third 1,000 barrel section, which will be used for grinding durum wheat exclusively, will be finished shortly afterwards.

The elevator has sufficient room to care for the needs of the mill, with some space for public storage, which will be increased later.

Thirty-three thousand bushels of grain were purchased for the opening and the first shipment arrived late last week. "North Dakota Maid" was the trade name tentatively adopted for the state's flour.

The mill and elevator project is part of the state industrial program inaugurated several years ago by the state officials, elected with nonpartisan indifference. The league sponsored the movement.

Work on the structure was begun in the spring of 1929 and was halted in the fall of that year because of inability of the state administration to dispose of sufficient bonds to finance it. Nothing further was done until this spring, when work was resumed, with a new administration in office.

By Otto Schinmar

Easy Payments Arranged

—if you wish—so that the Carter will pay for itself in savings it makes.

If the Carter don't make good in your elevator, don't pay for it! Simply ship it back at our expense.

Write today for full information.

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No. 5055
For Grain Testing, Etc.



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Grain Shipping Ledger

Form 24. An indexed shipping ledger for keeping a perfect record of the shipments of 5,000 cars. Facing pages are given to each firm to whom you ship and name indexed. The pages are 10½ x 15½ inches, used double.

The book contains 100 double pages. The best linen ledger paper is used. The regular ledger index in front will accommodate all names necessary. The book is tight bound in heavy cloth covers with leather back and corners. Price, \$4.00.

GRAIN DEALERS JOURNAL
305 So. La Salle Street CHICAGO, ILL.



LARGE SPEED REDUCTIONS AND LINK-BELT SILENT CHAIN

IN certain locations it is a matter of great economy and convenience to use a Link-Belt Silent Chain drive because of the possibility of the large reduction in speed ratio which it permits in a single drive, without loss of efficiency (98.2%).

We have successfully handled in single reductions as great a ratio as 25 to 1. This makes it practicable to use an inexpensive high speed motor, instead of a large, costly low speed motor.

It dispenses with the cost of a coun-

tershaft with its bearings, and the additional expense of a platform with its bracing, necessary where such a drive is near the ceiling. It saves the expense of an additional drive, the increased space required, and additional attention needed.

The weight of the large wheel also furnishes the advantages of a fly wheel effect in many cases. There is no loss of efficiency in the Link-Belt Silent Chain drive, whereas there is a considerable waste of power in various other speed reducing devices.

Send for price-list data-book No. 125.

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Portland, Ore. 101 First St.
San Francisco 168 Second St.
Los Angeles 163 N. Los Angeles St.
NEW YORK, Woolworth Bldg.

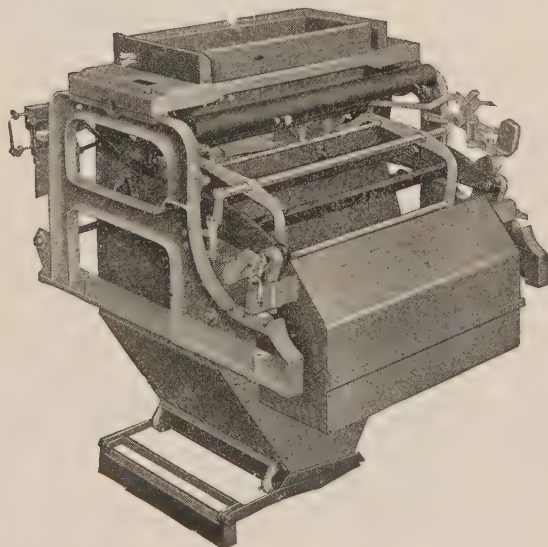
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**Receives, Balances, Registers
and Dumps Every Draft
with Mechanical Accuracy**

***No Grain is Lost
in Loading a Car
When the Shipper Uses***



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It's the only **entirely self-operating** shipping scale that is made.

Adjusts itself mechanically to varying streams, weights and densities of grain.

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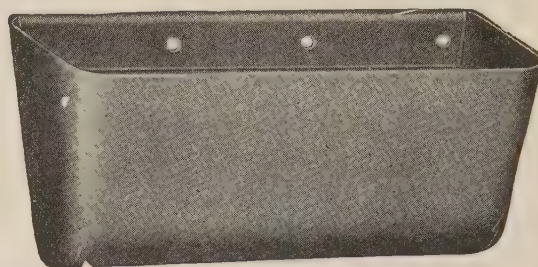
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Supplied in sizes ranging in hopper capacity from 4 to 15 bushels per draft, and specially designed for country elevator service.

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Made from ONE piece of standard gauge steel. Heavily reinforced at back. Riveted and spot welded. Ends overlap sides making a tight, durable and smooth joint. A bucket that will stand up under any kind of service.

We were the **first** to manufacture this type of bucket in the West. We are now making them better than ever.

Complete stock, low priced and ready to ship.
We can furnish buckets made from special metals
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CAR ORDER BLANKS contain spaces for the name of the station, date, railroad, number of cars for immediate loading, number of cars for loading in—days, kind of grain, capacity, destination, and a space for the signature of the shipper. Also space for the date when the order is filed with the agent, and for the signature of the agent acknowledging its receipt.

These blanks are bound in book form. Each book contains 50 originals, 50 duplicates and 3 sheets of carbon. The originals are machine perforated so may be readily torn out, while the duplicate remains in the book.

If you wish station agent to heed promptly your orders for cars use **Form 222 C. O.**, Price 75cts.

GRAIN DEALERS JOURNAL

315 So. La Salle Street

Chicago, Ill.

How Grain Driers Pay for Themselves

WHEN one or more cars of wet grain come in there's one thing you must do without delay—dry it. This may be an easy, low cost operation or a difficult, expensive job—it depends on your equipment.

The Morris Automatic Grain Drier receives your grain in any state of wetness and dries and cools it to exactly the degree you require. And it dries your grain evenly throughout. None is parched or made brittle. No overheating. No baked smell. Every kernel receives the same, absolutely uniform exposure. It's worth a great deal to any grain man to know that The Morris does this job right, without constant attention.

For conditioning grain. Blowing fresh air without heat through the grain takes out a small percentage of moisture, sweetens dusty grain and improves its market condition. The Morris Drier uses fresh air in both the drier and the cooler.

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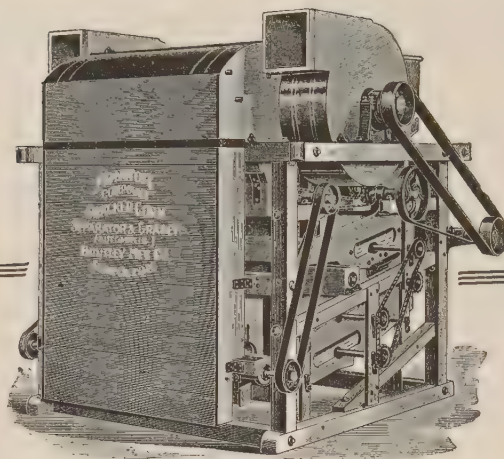
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Our special catalog will give you authoritative information on grain drying for both small and large elevators.

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Everything for Every Mill and Elevator





The Season Approaches

Soon, your trade will be demanding poultry feeds and it will include a heavy call for **graded** cracked corn.

How about you? Are you equipped to deliver the goods? Certainly, one can sell another make but what's the use? Make and sell your own. Be sure, however, of what the Grader will do before you make the purchase. Other people find the MONITOR capable of the finest work. That is sufficient reason for you to investigate it.

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Huntley Mfg. Co., Ltd.
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Department B
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(If you mention Department B, you help this paper)

WONDER GRAIN CLEANER

(PATENTED)

CLEANS, COOLS, DRIES, CONDITIONS

Corn, Oats, Wheat, Barley,
etc., in all conditions, enabling it to test higher grade and to bring better prices at the terminal.

Low Power—High Capacity.

Small enough to fit any elevator. Requires very little space—Easy to install.



CIRCULAR, DESCRIBING, SHOWING TESTS AND COST OF OPERATION SENT ON REQUEST.

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to modernize your plant so it will minimize your labor and increase your profits? Is it here?

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| Account Books | Grain Tables |
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| Bin Thermometer | Oat Clipper |
| Boots | Oat Crusher |
| Buckets | Pneumatic Conveying Equipment |
| Car Liners | Portable Elevator |
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| Car Mover | { Gas Engine |
| Car Puller | Power { Motors |
| Car Seals | Power Shovel |
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| Corn Cracker | Sample Envelopes |
| Conveying Machinery | Scales |
| Distributor | Scale Tickets |
| Dockage Tester | Scarifying Machine |
| Drain Circulating Pump | Self-Contained Flour Mill |
| Dump | Separator |
| Dust Collector | Sheller |
| Dust Protector | Siding-Roofing { Asbestos |
| Elevator Brushes | { Steel |
| Elevator Leg | Silent Chain Drive |
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Draw a line through the supplies wanted, and write us regarding your contemplated improvements or changes. We will place you in communication with reputable firms specializing in what you need, to the end that you will receive information regarding the latest and best.

Information Bureau

Grain Dealers Journal, 309 So. La Salle St., Chicago

DAMP PROOF CONCRETE; How To Get It—

There are two ways to get it—either make sure that your cement specifications for new work call for *Medusa Waterproofed Cement* or see that they provide for the addition of 2 pounds of *Medusa Integral Waterproofing* to every sack of plain portland cement you use.

This will assure you concrete that effectually *prevents* under-ground dampness, and the everlasting seepage of water into the pits.

It will provide concrete that really affords *protection* to grain in storage, and to elevator machinery and conveyor belts.

The presence of the Waterproofing in the cement coats the tiny pores or voids

throughout the entire concrete mass with a water repellent lining that *keeps* moisture back.

As an integral part of the concrete, the *Medusa Waterproofing* thus lasts as long as the concrete itself. The additional cost for the Waterproofing is substantially less than 75 cents per barrel of cement.

Let us supply you with further information. You may discover that *Medusa Waterproofing* and *Medusa Waterproofed Cements* are just what you have been looking for to solve your particular troubles fighting moisture and leakage in concrete elevator pits. No obligation on you, any way!

THE SANDUSKY CEMENT COMPANY

Department G. J.

Cleveland, Ohio

*Manufacturers of Medusa Stainless White Cement (Plain and Waterproofed);
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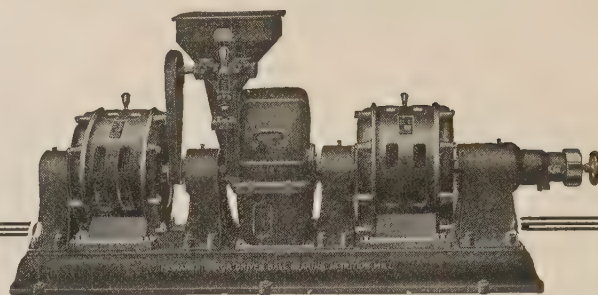
MEDUSA

WATERPROOFING

for CONCRETE



Consider the Operating Cost



WHEN buying a feed grinder, keep well in mind the fact that expense does not end with the purchase price.

All feed grinders cost something for operation. But they are **not** all on an equality in this respect—not by any means. That is why special care should be exercised to procure a machine about which there is no question as to economy of operation.

In a year's running, the difference between the cost of operating an ordinary feed grinder and the cost of operating the Monarch Ball Bearing Attrition Mill can be figured in a substantial saving of dollars and cents.

Ask for Catalogue D-120, and the book of testimonials "Monarch Merit in the Eyes of Owners."

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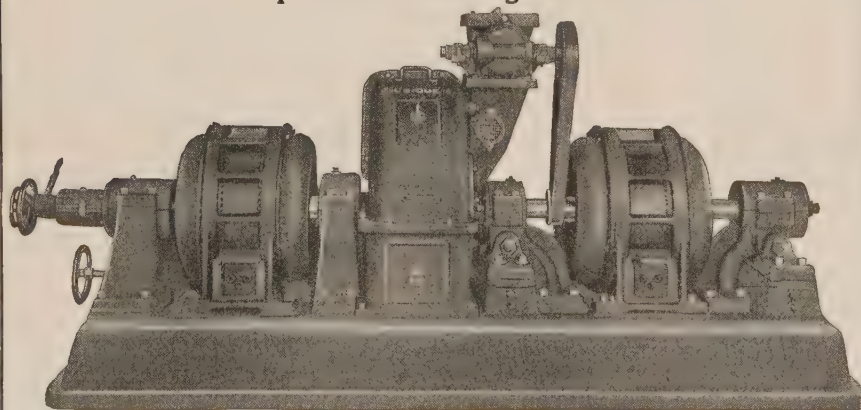
The Monarch Mill Builders

KANSAS CITY OFFICE:
308 New England Bldg.

MONARCH
BALL BEARING
ATTRITION MILL

Lower Grinding Cost

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(Belt Driven If Preferred)

Because the Unique has special features that enable it to grind with less power.

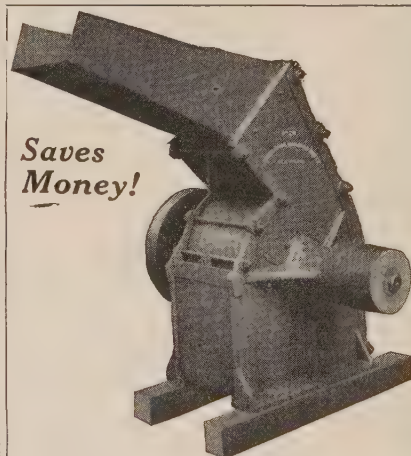
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Get full particulars before you buy.

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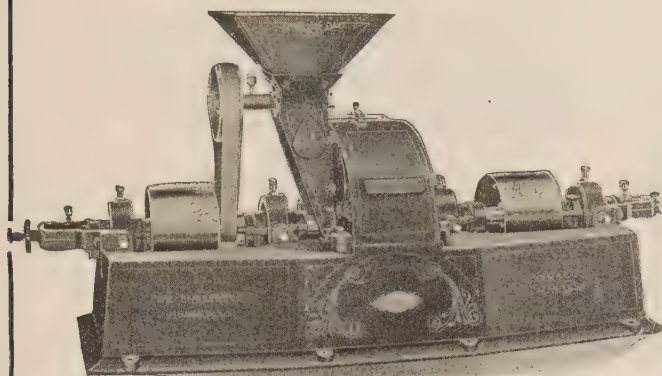
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Remove tramp iron and steel from grain before it goes into the feed grinder. Prevent dust explosions and fires, breakage of rolls and damage to grinding faces. *WRITE FOR BULLETIN.*

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The "HALSTED" HAS NO EQUAL



No Seal Rings
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Positive Feed
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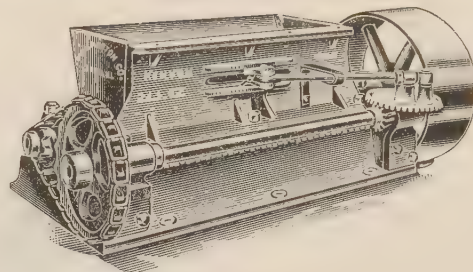
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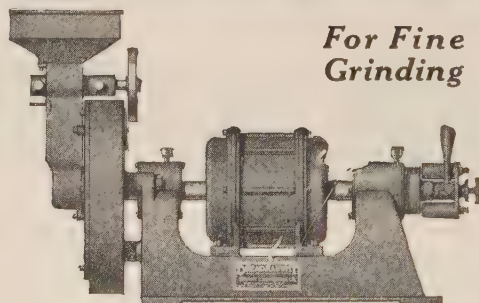
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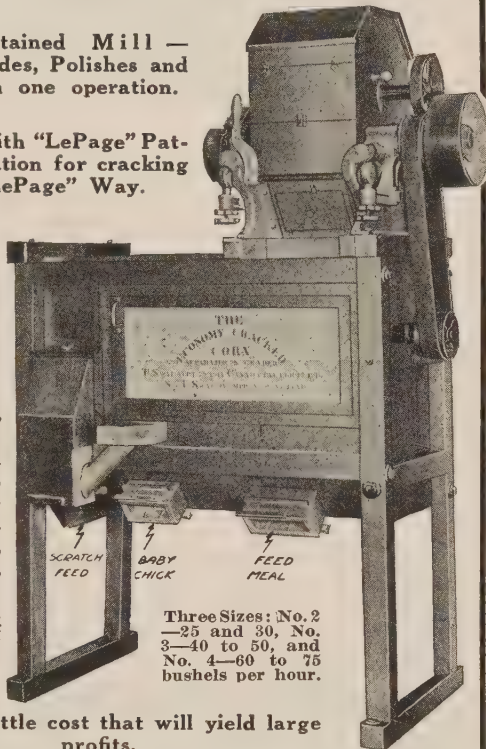
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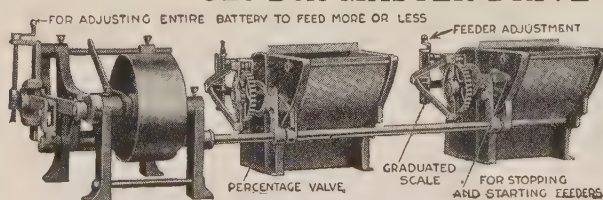


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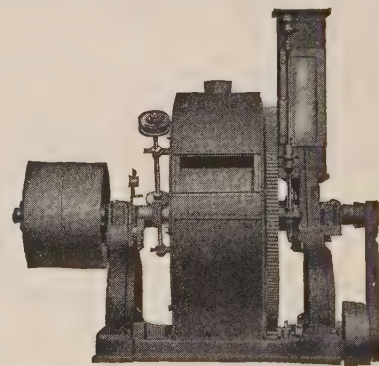
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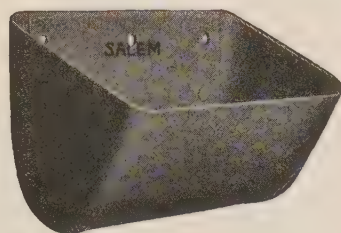
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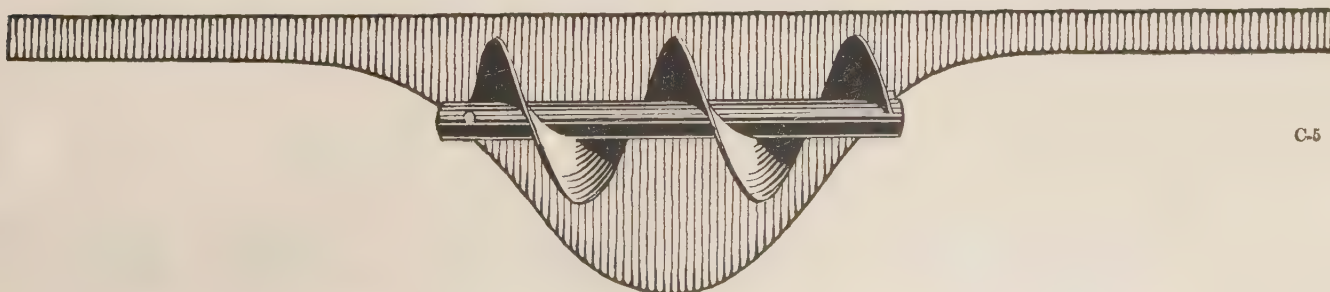
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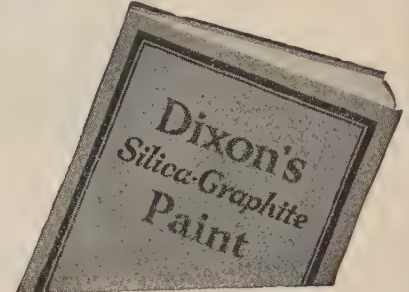
Form 321 is designed for keeping a record of each kind of grain received at a country elevator in a separate column so that the buyer by adding up columns may quickly determine the number of bushels of each kind of grain on hand. Columns are also provided for date, name, gross, tare, net pounds, price, amount paid and remarks.

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Grain Dealers Journal 309 South La Salle St., Chicago, Ill.



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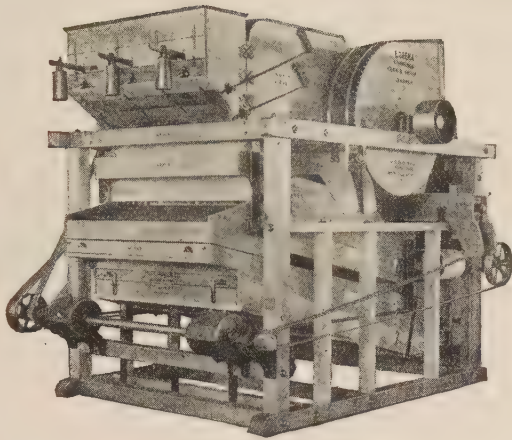
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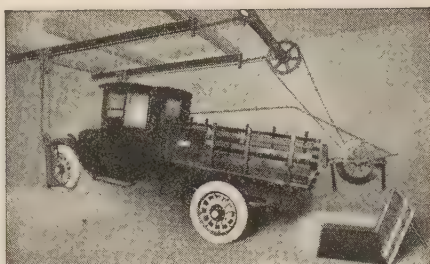


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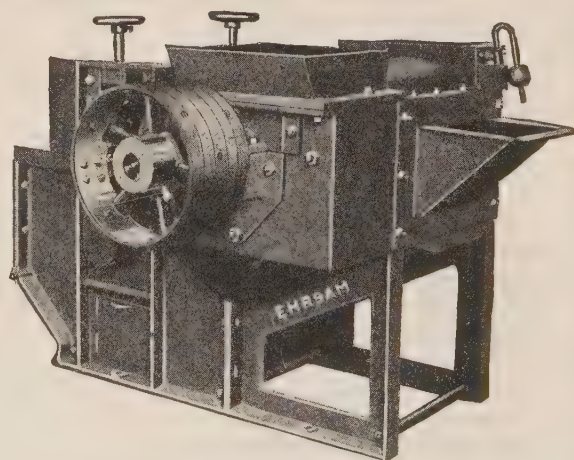
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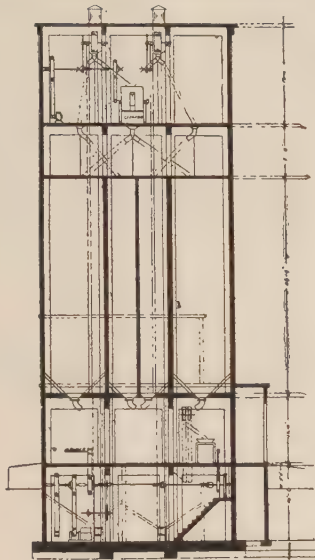
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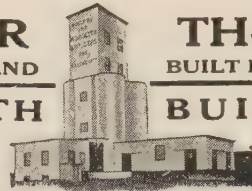
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Grain Dealers Journal
OF CHICAGO

I FEEL Lost without the Grain Dealers Journal.—E. C. Sherwood, mgr., Farmers Union Grain Co., Lake View, Ia.

ANOTHER THORO-BRED
DESIGNED AND BUILT BY
THE MONOLITH BUILDERS, INC.

509 Mutual Building



Kansas City, Missouri

MACDONALD ENGINEERING CO.
DESIGNERS AND BUILDERS OF
GRAIN ELEVATORS
San Francisco Chicago New York
149 California St. 53 W. Jackson Blvd. 90 West St.

Your Individual Needs are respected when your elevator is designed and built by
W H. CRAMER CONSTRUCTION CO.
NORTH PLATTE, NEB.
Write for Details of Our System

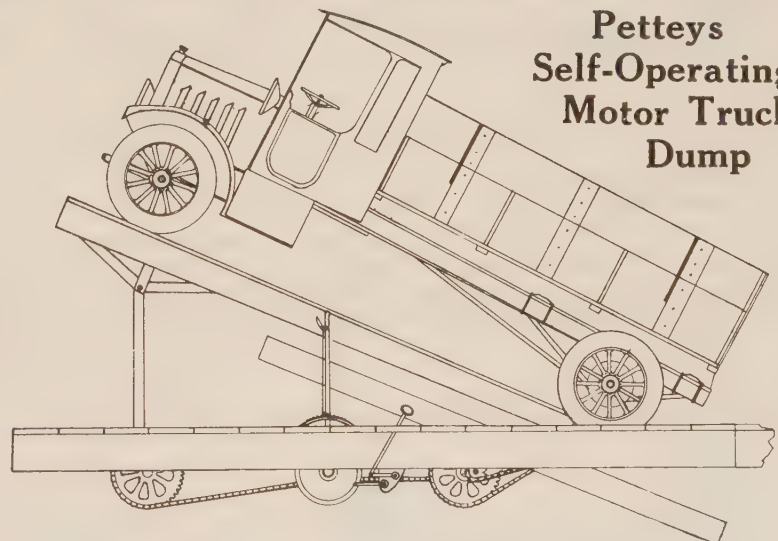
HICKOK Construction Co. **ELEVATORS**
MINNEAPOLIS

P. F. McALLISTER CO.
ENGINEERS AND CONTRACTORS
Grain Elevators, Driers, Coal Chutes
Wood or Concrete
BLOOMINGTON, ILL.

The Star Engineering Co.
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Specialists in Country
Elevator Construction
Free Catalogs for Southwest Customers

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Designers and Builders—Grain Elevators, Mills and Warehouses
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DESIGNERS AND BUILDERS
ELEVATORS, FLOUR MILLS AND ASSOCIATED BUILDINGS
327 South La Salle Street, CHICAGO, ILL.



**Petteys
Self-Operating
Motor Truck
Dump**

Saves Time—Saves Operating Expense—Always Ready—Costs Less for the Service Given than Any Truck Dump on the Market

Write for prices and literature

W. A. Petteys Elevator Machine Co.

Wilcox, Nebr.

IMPROVED DUPLICATING GRAIN TICKETS

A book of 250 leaves for record of grain purchased by Federal Grades. Each of the 125 original leaves bears four scale tickets spaced as shown in engraving herewith, is machine perforated, printed on white bond. Size of tickets 3x6 3-8 inches, or double the size of cut. The 125 duplicates are printed on manila, but not perforated. Check bound at top of tickets with hinge top cover, 500 tickets in each book, arranged horizontally. Size of book, 7 1-2 x 12 inches.

The printing is crosswise the ticket and spaces are provided for the necessary entries in their logical order. Order Form 19GT. Price \$1.35. Weight, 34 ounces.

GRAIN DEALERS JOURNAL, 305 South La Salle Street, Chicago, Ill.

The Most Modern Elevator in the World

This is an aeroplane view of the Pennsylvania Railroad Company's new Northern Central Elevator No. 3, located at Canton, Baltimore, Maryland, capacity 5,000,000 bushels. This elevator is equipped with

Four Stewart Link-Belt Grain Car Unloaders

See them in operation and be convinced of their great saving in labor cost.

James Stewart & Co., Inc.

Designers and Builders
GRAIN ELEVATORS
In All Parts of the World

Grain Elevator Dept., W. E. Sinks, Manager
1210 Fisher Building, Chicago, Ill.

"We have built for many of your friends. Eventually we will build for you. Why not now?"



GROUP OF TERMINAL ELEVATORS BUILT RECENTLY BY US AT

Port Arthur, Ontario

FOR

The Grain Growers' Grain Company, Limited.
The Saskatchewan Co-operative Elevator Co., Limited.
The James Richardson & Sons, Limited.

THE BARNETT-McQUEEN COMPANY, LIMITED

Designers and Builders of GRAIN ELEVATORS
Offices: Fort William, Ont., Duluth, Minn.
Minneapolis, Minn.



Monarch Built Elevators

assure you economical design, first class work,
efficient operation and **SATISFACTION**

Let us submit Designs and Prices

Monarch Engineering Company
BUFFALO, NEW YORK



Pennsylvania Railroad Co.'s Terminal Elevator at Erie, Pa. 1,250,000 storage capacity, with marine leg, 25,000 bu. receiving capacity. All concrete, modern construction, with latest improvements.

Designed and built under the direction of

Folwell-Ahlskog Co.

332 N. Michigan Ave. Chicago, Ill.

Write us for Estimates and Proposals

FEGLES CONSTRUCTION COMPANY, Limited

Engineers, Contractors

General Offices

Minneapolis and Fort William



We have the following plants under construction, all fireproof and of advanced design. The Best Is None Too Good for Owners Like These: State of New York, Brooklyn, 2,000,000 bu. elevator and shipping galleries (illustration). State of North Dakota, Grand Forks, 2,000,000 bu. elevator and 3,000 bbl. mill. Archer-Daniels Linseed Co., Buffalo, ¼ million bu. elevator and a real marine tower. Pillsbury Flour Mills Co., Atchison, Kan. ¼ million bu. elevator—Finest milling elevator in America. N. M. Paterson & Co., Ltd., Ft. William, Ont., ¼ million bu. storage.



Buenos Aires Elevator Co.'s Terminal
Buenos Aires, Argentina

John S. Metcalf Co.

Grain Elevator Engineers

108 South La Salle St.
CHICAGO, ILL., U. S. A.

395 Collins Street
MELBOURNE, AUSTRALIA

54 St. Francois Xavier Street
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Elevators
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Designers and Builders of
Modern Mills and
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Flour Mill and Elevator Machinery
SPRINGFIELD, MO.

HORNER & WYATT

Designers of

Flour Mills and Grain Elevators,
Warehouses, Power Plants and
Industrial Buildings.

Preliminary Sketches and Estimates,
Valuations and Reports.

306 McMillen Bldg., Kansas City, Mo

CHECK
your re-
ductions of
pounds to
bushels by
using

Clark's
Carload
Grain
Tables

New edition
revised and
enlarged.

GRAIN DEALERS
JOURNAL
Chicago, Illinois

John K. Thompson Company

Engineers—Builders

Grain Elevators, Feed and Flour Mills
Industrial Plants

We have associated with this organization men with
practical operating experience as well as men with
technical training and construction experience.

This insures economic and efficient design, resulting
in low operating cost.

We will be pleased to furnish preliminary plans
and estimates or to help out with operating difficulties.

2816 So. Michigan Ave.

Chicago, Ill.

W. C. Bailey & Son

Contractors and Builders of

Mills, Elevators and Warehouses

We can furnish and install
equipment in old or new ele-
vators guaranteeing greater
capacity with less power
and positive non-chokable leg.

Cooper Bldg. Sunderland Bldg.
DENVER, COLO. OMAHA, NEB.

The Grain Dealers Journal is the best
grain journal printed.—Pratt-Leslie Grain
Co., Harper, Kan.

DO IT NOW

Place your name and business before the
progressive grain elevator men of the entire
country by advertising in the Grain Dealers
Journal. It reaches them twice each month.

HALL SPECIAL ELEVATOR LEG

Over a Hall Non-chokable Boot, equipped with Omaha Buckets, is a paragon in efficiency; doubling the capacity of the same size leg of other designs and doing it automatically without back legging or mixing and without attention at the feed gate.

Write for Catalogue "F".



Increase the efficiency of the man, and you decrease cost of operation.

A HALL SIGNALING DISTRIBUTOR

enables an operator to do 50 to 75 per cent more work a day.

It also enables him to do better and cleaner work.

It lasts longer than any other device you can buy. Ask for proofs.

Hall Distributor Company, 222 Sunderland Building, Omaha, Nebr.

For elevator and mill supplies we issue a net price catalog. If in the market write us for one.

WHITE ★ STAR ★ CO.
WICHITA, KANSAS

10,000 SHIPPERS
Are now using

TYDEN CAR SEALS

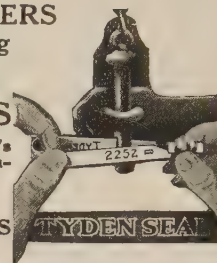
Bearing shipper's name and consecutive numbers.

Prevent

CLAIM LOSSES

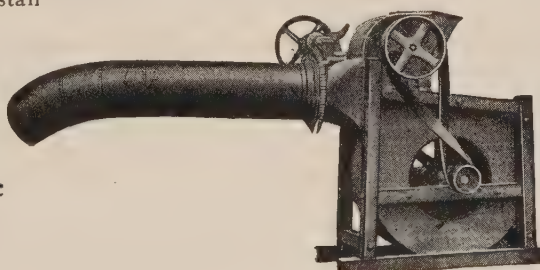
Write for samples and prices

INTERNATIONAL SEAL & LOCK CO.
Chas. J. Webb, Vice-President
617 Railway Exchange Bldg., Chicago, Ill.

**CLEAN AND LOAD IN ONE OPERATION**

To make the most money these days the grain elevator operator must operate his plant as economically as possible; he must ship the highest grade possible and it must be clean. To get the maximum in loading facilities and at the same time clean the grain loaded every elevator operator should install

The
Combined
Grain
Cleaner
and
Pneumatic
Car
Loader



It does not mill or crack the grain; fills cars to full capacity; strong, durable, requires no attention after starting. Cools and dries the grain as it passes through the air.

Used by hundreds of elevator owners. List of users will be sent you upon request.

Write for List and Circulars.

MATTOON GRAIN CONVEYOR CO., MATTOON, ILLINOIS

Scale Ticket Copying Book

Contains 150 leaves of scale tickets, four to a leaf. Each leaf folds back and with the use of a sheet of carbon makes a complete and perfect copy of the original on the stub which remains. The original tickets form the outer half of page, so the removal of any ticket does not release the others.

Each ticket has spaces for the following record: No., Date, Load of, From, To, Gross lbs., Tare lbs., Net lbs., Net bu., Price per bu., Test, Man On-Off, and Weigher's Signature. Size 9½x11 inches. Printed on good paper. 5 sheets of carbon. Order Form No. 73. \$1.35; weight 2 lbs.

Grain Dealers Journal
309 So. La Salle St., Chicago, Ill.

Duplicating Wagon Load Receiving Book

| Hauler | Gross | Tare | Net | |
|--------|-------|------|-----|--|
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This book is designed to facilitate the work of country buyers during the busy season when each farmer is hauling a number of loads at a time. The above illustration shows the left hand side of the sheet which remains in the book. The outer half has the same rulings, but is printed on the other side of the sheet, so that when sheet is folded back on itself, and a sheet of carbon is inserted, an exact duplicate will be made of each entry. Each page has room for 33 loads and is machine perforated down the middle so outer half may be torn out and given to the farmer or sent to headquarters of line company.

The book is 12x12 inches, check bound with canvas back, contains 225 leaves ruled both sides, and nine sheets of carbon.

Order Form 66. Price \$3.00. Weight. 4 lbs.

Grain Dealers Journal 309 So. La Salle St. Chicago, Ill.

AFFIDAVIT OF WEIGHT

This form is used to make a sworn statement of the amount of grain loaded into a car.

Fifty affidavits in duplicate are bound into a book, size 5½x8½ inches, printed on bond paper, with manila duplicates and two sheets of carbon, well bound in press board. Originals are machine perforated so they may be easily torn out. Each blank contains the following information:

....., being duly sworn, on his oath, says that on the day of 192..., he, acting as agent for at in the State of carefully and correctly weighed draughts on Hopper, Automatic, Wagon, Track Scales amounting to lbs. equal to bushels of No. and loaded direct or thru bin to car No. Initial for shipment to Messrs at in the State of and that said car was in condition and properly sealed when delivered to the Railroad; with space for notary public.

Order Form 7AW, weight ½ lb. Price 75 cents.

GRAIN DEALERS JOURNAL
309 So. LaSalle St. Chicago, Ill.

For whatever you wish to know about equipment or supplies used in or about a grain elevator ask the

Information Bureau
Grain Dealers Journal Chicago, Ill.

Wanted and For Sale

The rate for advertisements in this department is 25 cents per type line each insertion.

ELEVATORS FOR SALE.

ILLINOIS elevator on C. & N. W. Ry. Prosperous farming country. Price right. Address 49W17 Grain Dealers Journal, Chicago, Ill.

NORTH WESTERN OHIO grain elevator in Van Wert Co. for sale. This is an excellent plant and fine location. Address 49W13, Grain Dealers Journal, Chicago, Ill.

INDIANA—15,000 bu. cribbed elevator, iron clad, on private ground in southern county seat. Good grain, flour and feed business. Address 48C23, Grain Dealers Journal, Chicago.

THE SMALL EXPENSE incurred through the placing of an advertisement in the Grain Dealers Journal is more than compensated for by the results obtained.

WISCONSIN—125,000 bu. concrete elevator, electric power, grain cleaning machy.; dairy feed, clover seed and coal trade. Bargain. Address A. J. Pick, West Bend, Wis.

MISSOURI—We will sell a good 10,000 bu. elevator in northwest for \$7,000, where conditions are good and elevator in good shape. Write 49T16, Grain Dealers Journal, Chicago.

COLORADO terminal elevator at Denver. Everything new and first class. This is a **MONEY MAKER** and a big bargain. Good reasons for selling. Good terms to responsible party. 49W19 Grain Dealers Journal, Chicago.

Indiana—16,000 bushel electrical equipped elevator in Central Indiana. House and machinery is A1. Galvanized siding, a good grain point and side lines. Priced \$12,000. Address 49R20, Grain Dealers Journal, Chicago, Ill.

TEXAS elevator for sale—13,000 bu. capacity, equipped with 15 H. P. motor, wheat cleaner, oat clipper, feed grinder, 2,000 bu. Richardson Automatic scale, Fairbank wagon scale, office etc. Good location for wholesale and retail grain business. Price \$7,500. Address T L. Hughston, Crowell, Texas.

COLORADO—First class country elevator 50 miles from Denver; doing fine business, which could be increased by side lines. New two years ago, located on deeded ground, good town, good schools; wonderful climate for **HEALTH SEEKERS**. Address 49W20, Grain Dealers Journal, Chicago, Ill.

WISCONSIN—6,000 bushel capacity elevator for sale. Situated in the Holstein center. \$100,000.00 business transacted in one year in dairy, feed, grass seed, flour, salt and grain. All in A1 shape. Situated at Mapleton, Wis. Make me an offer, as I am going to sell. Come and see the property. Calvin J. Jones, R. No. 2, Oconomowoc, Wis.

FOR SALE BY RECEIVER.

Elevator at Haviland, O., on Cin. Nor. Ry. 40,000 capacity. New. Electrically equipped.

Elevator at Worstville, O., on Nickel Plate Ry. 15,000 capacity. New. Equipped with Diesel oil engine and machinery all new.

Elevator at Tipton, O. 30,000 capacity. All in Paulding Co., Northwestern Ohio. Splendid grain section. Stone roads. Address S. A. Gusler, Receiver, Grover Hill, O.

ELEVATORS FOR SALE.

NORTHWESTERN OHIO elevator. Excellent location, no competition. Good reason for selling. Write 49V15 Grain Dealers Journal, Chicago.

NO. CENTRAL INDIANA elevator of 25,000 bu. capacity for sale; located on P. C. C. & St. L. in good corn and oats belt. Address 49T12, Grain Dealers Journal, Chicago, Ill.

CENTRAL IOWA—Two elevators for sale. One 40 M. cap. Handled 240,000 bu. so far this year. Other about 10 M. cap. and handles about 60 M. Coal business at each place. No trade. Address 49W4, Grain Dealers Journal, Chicago, Ill.

INDIANA—Elevator practically new near Indianapolis, doing good business in grain, coal, flour and feed. No competition and excellent territory. Price \$11,000. Five thousand dollars cash, balance easy terms. Address Reep & White, owners, 601 Board of Trade, Indianapolis, Ind.

CLYDE, KANSAS elevator for sale, 14,000 bus. cap. electric and gasoline power, separate office building and scales, chance for a good coal and feed business. On U. P. Ry., with M. O. P. switching. Located on deeded land, best location in town of 2,000; excellent agricultural country; good schools. Exceptionally low price to close out. Address J. F. Jones, 519 N. E. Bldg., Topeka, Kans.

ELEVATORS FOR SALE OR TRADE.

ELEVATOR for sale or trade. If interested inquire or write Wm. Auchstetter, Ida Grove, Iowa.

ELEVATOR FOR SALE. OR LEASE.

NORTH FLORIDA—For sale or lease, grain elevator and feed mill. Fully equipped; also warehouse and dwelling. Good grain country. Red clay section. Will lease with buying privilege. Address Jefferson Co. Products Co., Monticello, Fla.

ELEVATOR BROKERS.

ALWAYS HAVE ELEVATORS For Sale in the Grain Belt of Illinois and Eastern Indiana. If you are in the market write me fully and I will try to satisfy you.

JAMES M. MAGUIRE,
432 Postal Tel. Bldg., Chicago, Ill.

CLAYBAUGH-McCOMAS

Offices
Frankfort, Ind. Indianapolis, Ind.
223 B. of T. Bldg. 601 Board of Trade.

If you want to buy, sell or trade an elevator write us at either address.

ELEVATORS WANTED.

WANTED—Elevator and side lines in Iowa. Address 49U12 Grain Dealers Journal, Chicago.

WILL TRADE 200 acres of first class farm land near Paulding, Ohio, for elevator located in central Ill. Address 49V16 Grain Dealers Journal, Chicago, Ill.

WANTED to rent with privilege of buying or to buy interest in good grain elevator. Experienced. Address Milt Hammond, 1337 East 85th St., Cleveland, Ohio.

WANTED elevator in Illinois, Indiana or Ohio. Give full particulars as to competition, capacity, style of construction, railroad and terms in first letter. Address 49W5, Grain Dealers Journal, Chicago, Ill.

WILL EXCHANGE all or part of 3 quarter section of choice Eastern Colo. land for elevator property in Eastern Nebr. or Western Iowa. Good soil, no rock or sand. 49W15 Grain Dealers Journal, Chicago, Ill.

SOUTH DAKOTA—To trade for an elevator in South Dakota, a 480 acre farm 6½ miles from town on graded road and mail route. Fair set of buildings, fine grove, artesian well and well with windmill. Fenced and cross fenced, about half under cultivation. Priced at the assessed valuation and will carry the difference at 6%. Address 49V9 Grain Dealers Journal, Chicago.

ELEVATOR & MILL FOR SALE

NEW PLANT FOR SALE.

300,000 bu. elevator, 12,000 bu. cereal mill, fire proof buildings, modern equipment transit privileges, two private spurs on Illinois Central Railroad, priced to sell. Address C. E. Beyer, 1504 Southern Bldg., Louisville, Ky.

MICHIGAN—A large flouring mill and elevator in one of the finest farming sections with very small competition. Capacity of mill 60 barrels per day. Capacity of elevator 22,000 bushels. Well equipped in every way. Four thousand dollars worth of new feed grinding machinery, capacity 125 bushels per hour. New electric motors all around; large new warehouses and coal sheds costing over \$6,000. Mill is open for inspection every day and can be handled for a small amount of money. Call or write J. A. Jewell, Receiver, Romeo, Mich.

THE WANTED—FOR SALE DEPARTMENT of the Grain Dealers Journal is a market place where buyer and seller, employer and employee, and those offering investments can meet to their mutual advantage and profit, and it will pay every subscriber to give these columns a close study twice each month, because of the constantly changing variety of opportunities seeking your consideration.

FLOUR FOR SALE.

MIXED CARS of flour and mill feeds in 100 pound sacks are our specialties. We are now manufacturing a full line of corn goods, cracked corn, feed meal, corn and oats chop, Ohio Farm feed, shelled corn and standard oats in connection with our flouring mill. Would like to send you a trial to convince you of the superiority of our products. Ansted & Burk Co., Springfield, Ohio.

BUSINESS OPPORTUNITIES.

DO YOU WANT a good business for \$10,000 where the overhead is low and in a terminal market where the chances to grow are good? Write 49T15, Grain Dealers Journal, Chicago, Ill.

GRAIN, lumber, feed, coal, building material, etc., business for sale with real estate. All on private grounds. Building in A1 condition. 30 miles west of Chicago, Ill. Address E. H. Franzen, Cloverdale, Ill.

MILL FOR SALE.

MODERN 100-BARREL MILL for sale; large territory, Rocky Mountain section; plenty of wheat. Feed mill in connection. Cheap power. Address 48B4, Grain Dealers Journal, Chicago.

FOR SALE.

Whole or part interest in modern feed milling and mixing plant of fair capacity in large eastern Pennsylvania city; transit facilities, own siding and room for expansion. Write 49Q15, Grain Dealers Journal, Chicago, Ill.

BAGS—BAGGING—BURLAP.

FOR SALE—2000 second hand cotton seamless grain bags. Cheap. Address W. E. Riley, Montpelier, Ohio.

BURLAP BAGS OF EVERY KIND FOR SALE; new or second-hand, plain or printed with your brand; seamless Cotton Grain Bags; Sample Bags; Burlap, Cotton Sheeting or Paper for Car Lining, etc. Wanted: Second-hand bags, best prices paid. WM. ROSS & CO., 409 N. Peoria St., Chicago.

WOOL WANTED.

ELEVATOR OPERATORS who have wool to ship will find it to their advantage to tell the 6700 regular readers what they have to offer. An advertisement in this column will cost you but 25c per type line per insertion.

WANT ADS WORK WONDERS.

They sell elevators, find help and partners, secure machines and engines which you want, sell those for which you have no further use, and perform a myriad of kindred services for shrewd people who use them regularly. **READ and USE THEM.**

KEEP POSTED

GRAIN DEALERS JOURNAL

309 So. La Salle St., Chicago, Ill.

Gentlemen:—In order to keep us posted regarding what is going on in the grain trade outside our office, please send us the *Grain Dealers Journal* on the 10th and 25th of each month. Enclosed find Two Dollars for one year.

Name of Firm.....

Capacity of Elevator..... Post Office.....

..... bus. State.....

HELP WANTED.

WANTED—Experienced manager for 130,000 bushel terminal grain elevator. Must have executive ability, be able to do own repairs and understand making Chop. Man now employed as assistant in some large poultry feed plant preferred. In reply give full details as to experience and state salary desired. Address 49W12 Grain Dealers Journal, Chicago, Ill.

SALESMAN to handle on commission reliable line of Feed Milling Machinery and supplies in New England States. Prefer man located in Southern New Hampshire or Massachusetts. Desire man having experience with feed mills or millwright work, and preferably one who is now calling on such trade for another non-competitive line. Excellent opportunity for hustling salesman who can devote part time to such work. Address 49W11 Grain Dealers Journal, Chicago, Ill.

OFFICE APPLIANCES.

WANTED a small safe for valuable papers and books. Address C. A. Wooster, Gessie, Ind.

SAFES—Large stock of new and used safes on hand. Protect your valuable papers. Prices reasonable. The Howe Scale Co. of Ill., 512-514 St. Charles St., St. Louis, Mo.

THE BEST WAY to dispose of anything is to advertise it. You may have something to sell or trade which would be of advantage to many who are unaware of the opportunity offered because you are not letting it be known to our subscribers through the columns of this publication.

ADDRESS WANTED.

ADDRESS wanted of Lindley C. Binford, formerly in grain business at Haviland, Kansas. Last known address Topeka, Kans. Address 49T20, Grain Dealers Journal, Chicago, Ill.

SAMPLE ENVELOPES.

SAMPLE ENVELOPES—SPEAR SAFETY—for mailing samples of grain, feed and seed. Made of very heavy manila for strength and durability and to withstand hard usage. Special folding method for closing envelope. Have a limited supply to sell at \$2.50 the hundred, f. o. b. Chicago. Sample mailed on request. Grain Dealers Journal, 309 So. La Salle St., Chicago, Ill.

SITUATIONS WANTED.

YOUNG MAN with fifteen years' experience desires position as manager of grain elevator. Inquire Box 153, Oshkosh, Nebr.

WANTED position as manager of country elvtr. Several years' experience. References. Address 49W14, Grain Dealers Journal, Chicago.

COMPETENT MAN with five years' experience desires position as manager of elevator. Address 49W21 Grain Dealers Journal, Chicago.

BOOKKEEPER AND STENOGRAPHER wants position. Experienced in grain business and bank. Well trained. Address 49W1, Grain Dealers Journal, Chicago, Ill.

POSITION wanted as manager of a line elevator in Iowa preferably. Four years' experience; 21 years old. Address 49W8 Grain Dealers Journal, Chicago, Ill.

CAPABLE salesman desires to represent high grade Northern flour account in Okla., Tex. or La. Offers attractive proposition. Address 49V12 Grain Dealers Journal, Chicago.

MANAGER with 10 years' experience in grain, hay, coal, hardware and feed milling, desires position with Farmers Line Elevator. Address 49W22, Grain Dealers Journal, Chicago.

WHAT HAVE YOU TO OFFER for a manager of grain business and all side lines connected, who has made good past 8 years? Age 32. 49W3 Grain Dealers Journal, Chicago.

POSITION wanted as manager of Farmers or Independent elevator in a good grain country, Illinois preferred. 20 years' experience and can give good reference. Address 49W23 Grain Dealers Journal, Chicago.

EXPERIENCED grain man wants position as manager of farmers elevator co. or with reliable grain firm; would buy interest in business; prefer S. Dak. or Iowa. Best of ref. 49W6 Grain Dealers Journal, Chicago, Ill.

WANTED by man with 20 years' experience in grain and bean elevators, position in live Michigan town. No co-ops need apply. All references furnished as to character, ability. Address 49V3 Grain Dealers Journal, Chicago.

EXPERIENCED MAN—A young man 26 years old with five years' experience as manager of elevator where grain, hay and a complete elevator line is handled desires a position with some reliable firm or elevator where there is chance for advancement. Willing to start with a small compensation. Address 49W24 Grain Dealers Journal, Chicago, Ill.

POSITION wanted as manager and grain buyer with independent or farmers elevator by married man 27 years old about January 1st. Am thoroughly experienced in the grain business in both country elevators and terminal market. Desire to locate in western Kansas or Nebraska or eastern Colorado. Address 49W31 Grain Dealers Journal, Chicago, Ill.



EDGAR Improved Seal
The number section is protected by a safety clip

THE SNELL MILL & GRAIN CO.

Clay Center, Kan., says:

"Have been using them every day for the past seven years to the writer's knowledge. As soon as we are needing another supply you will hear from us."

Ask for samples and prices today.

The Edgar Steel Seal & Mfg. Co.
Lawrence, Kansas

GRAIN WANTED.

SEND samples and quote prices on alfalfa, cotton seed, oats and corn. Simon Neustadt, Los Lunas, N. M.

WE ARE in the market for corn in car loads. Send samples—quote prices. Las Vegas Roller Mills, Las Vegas, N. M.

WANTED mixed cars of grain—corn, chops, and oats. Write or wire offer. Silver City Beer & Ice Co., Silver City, New Mexico.

WE ARE in the market for a few cars of corn and several cars of mill feeds. Write or wire offer. A. G. Troutt Grain Co., Portales, N. Mexico.

Helpful Books FOR Carlot Grain Handlers

Clark's Fractional Values: This table is on heavy cardboard. Size 9½x11 inches, showing the value of any quantity from 1 to 50,000 bushels, at ¼, ⅓, ½, ⅔, ¾, ⅞ and ⅞ cents. The amount of bushels is shown in red and the value in black. They are the most conveniently arranged tables for showing fractional values of bushels. Price 25 cents.

Shipping Notices Duplicating: A convenient form for advising receivers of the grade, kind and weight of grain shipped.

Loaded into car—initials and number, seal numbers, at station on date; billed shipper's order; notify draft for \$.....; made through bank of to apply on sale of bushels made.....

Fifty white bond originals, machine perforated, easily removed without tearing, and 50 manila duplicates, bound in heavy hinged press-board covers, with two sheets of carbon, size 5½x8½ inches. Order Form 3SN. Price 75c. Weight, 8 ounces.

Clark's Declmal Grain Values: Saves time and money and prevents errors. It shows at a glance, or with simple addition, the cost of any quantity of grain from 10 to 100,000 pounds at any given market price and reduces pounds to bushels on the same page. Values are shown directly from pounds without reducing to bushels. Pounds shown in red figures and values in black; price being given at top and bottom of each page. Prices for oats range from 10 cents to 79 cents a bushel; for corn, rye and flaxseed, 10 cents to \$1.09 per bushel; for wheat, clover, peas and potatoes, 30 cents to \$1.59 per bushel; for barley and buckwheat, 20 cents to \$1.49 per bushel. Order Form 36. Price \$5.00.

Clark's Car Load Grain Tables: The eighth edition of Clark's Car Load Grain Tables is the most complete car load reduction table ever published. The tables show reductions by 50-pound breaks as follows:

| | |
|------------------------|--------------------|
| 20,000 to 107,950 lbs. | to 32 lb. bushels. |
| 20,000 to 74,950 lbs. | to 34 lb. bushels. |
| 20,000 to 96,950 lbs. | to 48 lb. bushels. |
| 20,000 to 118,950 lbs. | to 56 lb. bushels. |
| 20,000 to 118,950 lbs. | to 60 lb. bushels. |

Bushels are printed from bold faced type in black ink; pounds in red, on heavy ledger paper, sewed and reinforced with muslin, and bound in flexible keratol covers with marginal index. Weight 6 ounces. Price \$2.50.

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GRAIN DEALERS JOURNAL,
309 So LaSalle St., Chicago, Ill.

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DURABLE WIRE ROPE for sale, for car shovels; cast or plow steel. Manila rope, buckets and everything in elevator supplies.

PULLEYS—1,000—for sale. ALL sizes, solid cast iron, wood and steel split. Standard Mill Supply Co., Kansas City, Mo.

COMPLETE FEED GRINDING OUTFIT.

1—22" Sprout Waldron attrition mill with drive, belt driven, good as new.

1—65 H.P. "Miller" gas engine, single cylinder, in A-1 condition; will sell separate or complete outfit with extra pulleys. Priced to sell. Address The Zeigler Mfg. Co., Bucyrus, Ohio.

BARGAINS.

1 No. 5 Williams Mill. Ground less than 100 tons of hay.

1 Double Giddings Packer
1 Dust Collector.

All for No. 5 Williams Mill.

1 Corn Sheller.
2 Jumbo Hay Balers.

Address Dwight Hamlin, Inc., Arsenal Station, Pittsburgh, Pa.

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1 50 H. P.
1 40 H. P.

all complete with starters. Also

2 66"x18' Boilers.
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Send us list of all your wants. We can supply you with full line of machinery for elevators, flour, corn and cereal mills. Complete equipments for modern mills of all kinds, molasses, stock, and poultry feed plants, plans, specifications, flow sheets, etc., our specialty.

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WANTED—Used automatic scale of small capacity and in good condition. Address Elliott & Beasley, Stony Ridge, Ohio.

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Weighing Grain, by Fred P. Miller. This book is designed for the weighing of grain in car lots without hopper or platform scales, to which is added miscellaneous information, such as ascertaining number of bushels of small grain and ear corn in wagon beds, granaries, cribs, etc. Will sell this soiled copy for 90c prepaid.

Davis Corn Table for Corn and Rye. This table is applicable to 56 and 70 lb. corn and reduces pounds to dollars from 10 lbs. to 5600 lbs. by 10 lb. breaks and to 60,000 in larger breaks, from 10-49c. At the end of the book are six pages for buying corn at 72, 75 and 80 lbs. to the bus. Will send this soiled copy for \$1.00 plus postage. (Weight 2 lbs.)

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309 South La Salle St., Chicago, Ill.

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SEED WHEAT WANTED.

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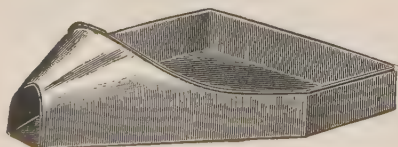
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Made of sheet aluminum, formed by bending, reinforced around top edge with copper wire. Strong, light and durable. The dull, non-reflecting surface of the metal, which will not rust or tarnish, assists the user to judge of the color and detect impurities. Seed Size, 1½x9x11". Price \$1.65

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McCullough's Sons, The J. M., field and garden seeds.

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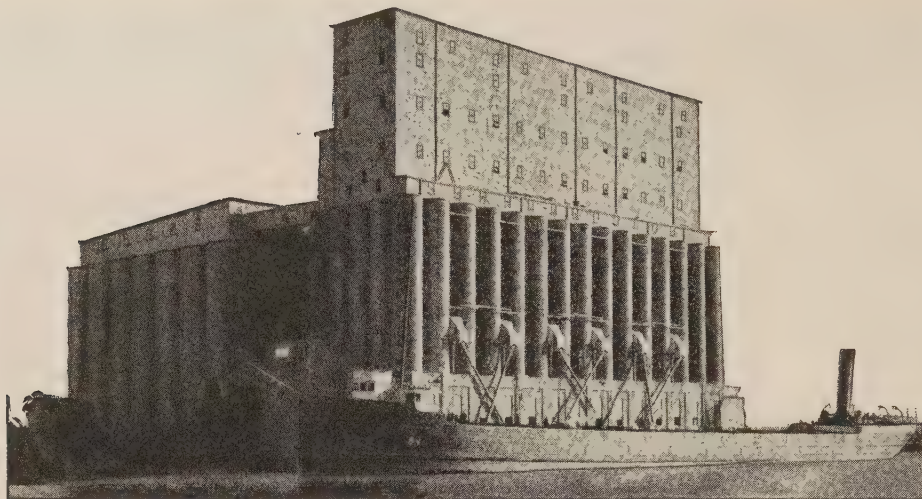
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No need to worry about your head drives if they are equipped with Falk Herringbone Gears. Their absolute dependability has been proved by actual service on some of the largest elevator head drives in existence.

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GRAIN DEALERS JOURNAL

309 South LaSalle Street, Chicago, Ill., U. S. A.
Charles S. Clark, Manager

Published on the 10th and 25th of each month in the interests of better business methods and improved handling facilities for progressive wholesale dealers in grain and field seeds.

SUBSCRIPTION RATES to United States, semi-monthly, one year, cash with order, \$2.00; single copy, 15c.

To Foreign Countries within the Postal Union, prepaid, one year, \$3.25; to Canada and Mexico, prepaid, \$2.75.

THE ADVERTISING value of the Grain Dealers Journal as a medium for reaching progressive grain dealers and elevator men is unquestioned. The character and number of advertisements in each number tell of its worth. If you would be classed with the leading firms catering to the wholesale grain trade, place your announcements in the Journal.

Advertisements of meritorious grain elevator machinery and supplies and of responsible firms who seek to serve grain dealers are solicited. We will not knowingly permit our pages to be used by irresponsible firms for advertising a fake or a swindle.

LETTERS on subjects of interest to those engaged in the grain trade, news items, reports on crops, grain movement, new grain firms, new grain elevators, contemplated improvements, grain receipts, shipments, and cars leaking grain in transit, are always welcome. Let us hear from you.

QUERIES for grain trade information not found in the Journal are invited. Address "Asked-Answered" department. The service is free.

CHICAGO, NOVEMBER 10, 1922

WHEN you fail to find the grain trade information wanted, make use of our Information Bureau, it is free to all members of the trade.

WEEVIL are credited with doing much damage to wheat stored in farmers' bins and for the reason the farmers of many sections are unusually eager to market their grain. Hence, it behooves grain buyers everywhere to keep a vigilant lookout for the destructive bugs.

THE U. S. G. G. did not call for the elevators it had under lease in Kansas and inasmuch as it has handled no grain elsewhere we presume that it kept its contracts with the elevator owners just like it kept its contracts with the farmer members.

SOME ENTHUSIAST identified with the Bureau of Statistics has wasted a lot of time and labor in proving to his own satisfaction that the wheat consumers of the United States are confronted with certain starvation. It seems that he has dug up some figures which prove that the per capita consumption of wheat in 1850 was but 3.8 bushels per capita, whereas today the greedy wheat eaters are consuming 6 bushels per capita. This statistical fiend has overlooked the fact that our exports during the last few years have been the largest in our history. It is barely possible that if a few of our wheat eaters do starve the rest of us may overbid the greedy foreigners for the balance of the crop and thereby prevent the starvation of the entire population. Horrible! isn't it, when you stop to think about it.

REVOLUTIONS in Europe do not seem to hurt our export grain trade. The Italian steamer Emanuel E. Accame today loaded 425,000 bus. of grain at Galveston for Genoa, the largest cargo on record.

THE LEGAL EFFECT of a denial of liability within 60 days of the proof of loss is a waiver of the clause requiring proof of loss in 60 days, under a decision of the Oklahoma Supreme Court published on page 642.

REPORTS of prospective improvements in grain elevators during 1923 seem to indicate that the grain dealers of the land are at last going to make the repairs they should have made three and four years ago. The extra expense and loss incurred in operating a run-down elevator should drive every operator to bring his plant up to date.

MORTGAGED grain is causing so much fear and trepidation among the receivers of the Northwest that some shippers are considering the advisability of giving a guaranty of title with every kernel shipped to some firms. It would be far safer for all dealers and prevent many losses if all country buyers would insist that sellers sign a guaranty that grain delivered to elevator operator is free from all liens and that seller had clear title and full right to deliver.

WAREHOUSEMEN'S liability for negligence is so well settled that it would seem hardly necessary to publish the decisions appearing under "Asked-Answered" this number in reply to a question involving the joint liability of the warehouseman and the railroad company owning the site. Public policy is against encouragement of negligence. What would bankers think of a warehouse certificate that on the face of it permitted the railroad company to burn the grain carelessly and without recourse?

CORN BELT champions of inland waterways who are talking much about the improvement of the St. Lawrence River are at the same time overlooking a nearby opportunity to utilize the Mississippi River for getting grain to market with a low transportation cost. The Mississippi from St. Louis south is navigable every day of the year and inasmuch as this great waterway is so much nearer to our grain fields its improvement would seem far more in the interest of the producers and shippers of the grain surplus states than any improvement which could be made in the St. Lawrence waterway.

THE INTERSTATE Commerce Commission doubts its authority to place an embargo on Canadian grain for exports shipped via Buffalo and U. S. Atlantic ports despite persistence of the Milwaukee Chamber of Commerce in demanding that such an embargo be declared so that shippers of American grain could use the U. S. transfer elevators and railroads from lake ports to ocean ports. If the cars now used in this traffic were diverted to the transportation of all rail grain a larger percentage of grain from the United States would be shipped out. Many elevator operators of the grain surplus states have long been out of business because no cars were obtainable to relieve their congested houses.

GRAIN DEALERS who have been kicking long and loud because of their inability to obtain cars have not protested once against the repeated rises in market values of the grain they wanted to ship.

SOYBEANS are attracting unusual attention in winter wheat states east of the Mississippi. Dealers having any difficulty in finding a ready market for them should make their troubles known before brother dealers suffer from the same difficulty.

A MICHIGAN elevator operator came near to losing a hand recently because he had neglected to notify his assistant that he was going into the basement to clean out the boot. The assistant started the machinery and the manager's hand was caught and torn by the buckets. It is better for those having authority to start machinery to have a clear understanding regarding time of idleness and repairs.

THE GENTLEMAN who drafted the flexible tariff provisions of the present tariff law has just resigned from the government service, and in the guise of a practicing attorney will profit in interpreting the law for his clients. Did the drafters of the Capper-Tincher bill hope that its enforcement would be sufficiently complicated to warrant their employment by grain dealers as counsel before the licensing bureau of the U. S. Department of Agriculture?

SHORTAGE claims are not always easy to collect from rail carriers, but perseverance will generally win some compensation for grain lost in transit. A suit brought by an Illinois shipper, and published in our news columns this number, resulted in a judgment against the C. & I. M. R. R. for \$482.50. If the railroads would provide better cars or better cooperating material fewer leaks would occur. That they are occurring now in all parts of the country is clearly evidenced by the reports published in our "Leak" column, every number.

UNSATISFACTORY business conditions because of high wages and continued scarcity of box cars is causing many men to make hasty changes in business connections which they may live to regret. Many merchants, because of their inability quickly to master every detail of the changing grain business jump into some new business of which they have less knowledge. When, upon entering other lines of trade they discover that every line has its own problems and difficulties they wisely return to the one they best understand—the grain business.

CORN GROWERS of the United States, according to the last report of the Bureau of Crop Estimates, will produce approximately 40,000,000,000 pounds of corn cobs this year for which no one has yet devised a practical use. Some wild theorists have, after spending several fortunes in experimentation, showed how it would be possible to produce 10c worth of oil with an expenditure of \$100 from a few tons of cobs, but no capitalist has shown a disposition to invest any money in the wild scheme. Until someone discovers a practical use for cobs which will make this transportation unnecessary they will continue to be wasted in the nearest fire box.

GRAIN DEALERS who are willing to read carefully can always profit handsomely by the experiences of their fellow dealers. Those who fail to take time to read the decisions of the court and the arbitration decisions deny their business the assistance of those who have paid dearly to learn.

A GOLDEN MASK should be awarded the Publicity Promoter of the U. S. Dept. of Agri. for his persistent attempts to feed the American press puffs of the dept. in the disguise of news. He doesn't hesitate to repeat old stuff, worthless stuff or any kind of copy so long as some bureau of the Dept. is credited with saving the world.

CHINCH BUGS damaged the crops of the Southwestern winter wheat states the past year to the extent of forty-five million dollars and the result is a bug burning campaign which is expected to destroy most of the bugs which are hibernating before Christmas. Tell your farmer patrons to get busy if they desire to save next year's crops from this destructive pest.

BUREAUCRATIC interference with industry knows no limit. A case soon to come before the Ohio State Supreme Court on the law requiring manufacturers of ice cream to be licensed will decide whether flour mills and grain elevators must be supervised and inspected, as having to do with food. Without maintaining an army of inspectors to prescribe how food factories shall be conducted a proper law would provide that food must be wholesome and free from disease germs, under penalty of a fine. Why should state inspectors concern themselves with the details of manufacture if the product is pure?

THE FRIENDS of arbitration, as a quick and fair means for settling trade differences, will be pleased to learn that the International Chamber of Commerce has worked out a plan of arbitration for international commercial disputes, independent of all governmental agencies. It is expected that the court will be administered from the headquarters of the organization in Paris. The spread of arbitration as a means for settling commercial differences has gained favor so rapidly during recent years that its friends owe it to the good of the cause to see to it that only competent arbitrators are selected and then given every assistance to promptly arriving at an equitable decision in every case.

A DEALER who has had no cars for two weeks is quite willing to believe that the railroad company is practicing some form of discrimination against him in favor of other stations on the same line. When he is not getting cars someone else must be getting them. It is almost hopeless for any shipper to try to check up on the number of cars furnished at other points, and if he should succeed in doing so the railroad company has too many possible reasons it can assign for the greater number of cars loaded elsewhere, especially since no official rules have been promulgated applicable to all railroads for the division of cars between different stations, such as those applying to the division of cars at individual station and published on page 555 of Oct. 25 number.

THIEVES are reported in this number to have broken into nine grain elevator offices and broken safes and destroyed other property. They have not obtained very much for their trouble but still they persist in breaking in. If elevator operators would cease keeping anything of value in their elevator offices, these midnight marauders would pick out a more profitable line. In many places they have not obtained enough to pay them for their powder, but they keep right on blowing up safes. If elevator men persist in keeping money and securities in their offices they owe it to themselves and their brother dealers to establish electric alarms in the center of the town so that when their office is broken into the townspeople will quickly surround it with loaded guns.

COLLAPSING elevators in different sections of the country indicate that many country dealers in their efforts to accommodate their farmer patrons are greatly overloading their houses. Some of the plants, no doubt, were not properly built and weaknesses have developed in others through long use and decay. A heavy well built foundation is recognized as the first essential of a grain elevator intended to withstand the many stresses to which it will be subjected. The cheap contractor who builds a grain storehouse on top of a layer of railroad ties may be able to convince the grain dealer that such a foundation is "just as good," but time will soon prove that he was mistaken. Reports of eleven elevators collapsing reached us during September and October.

THE SCANDALOUS disclosures made following the failure of the U. S. G. G. is duplicated by charges filed recently in North Dakota courts against another central market agency. The plaintiffs allege that farmers were defrauded out of thousands of dollars through the mismanagement of the equity wheat pool and charge that certain officers organized dummy selling agencies which are buying the grain from the pool at a low figure sold it in the open market at a handsome advance. Someday, somewhere, we may expect a few farmers in this great land of ours to discredit the frequently repeated charges made by scheming promoters that all established grain dealers are buying grain at much less than its true market value.

THE PAINSTAKING inspectors of the Sherman Grain & Cotton Exchange whose article is quoted extensively elsewhere in this number, conducted a large number of experiments in laboratory sampling of grain for grading purposes with results that fully justified their conclusions. However, all the possible precautions could be taken in the laboratory and still have the shipment erroneously sampled and misgraded through careless work on the part of the track sampler. If the grading of grain is ever to be reduced to an exact science the care and caution of the chemist must be exercised at every point. The licensed inspectors of the country owe it to the grain trade to continue their experiments in the hope of attaining a higher degree of efficiency, to the end that the grading of grain in the various markets may become more uniform.

FREE SEEDS to loyal voters, who have no use for seeds, will still be wastefully distributed among the cliff-dwellers of the cities because each representative of the lower house of Congress is entitled to his full quota of the trash. Every Congressman pretends to be working in the interest of the nation and the taxpayers, but year after year they indulge in this wasteful expenditure of \$365,000 and flatter themselves that in so doing they are winning the support of the voters so unfortunate as to be inflicted with packages of the so-called seeds.

CLASS LEGISLATION can not be said to have received any indorsement at the November 7 election. Were any Congressmen re-elected because they helped to enact the Capper-Tincher or the Adamson laws? Were any elected because they tried to establish socialistic government insurance for the District of Columbia? Let us hope the truth will penetrate the backward minds of the lawmakers, that those injured by bad laws are more keenly awake to the discrimination against them than are the assumed beneficiaries aware of the vague benefits. In other words, class legislation makes more enemies than friends.

THE LIVING WAGE is excellent as a theory but in practice wages are regulated by competition, individual ability or labor union monopoly, and the berated U. S. Railroad Labor Board must be commended for not being misled by the mellifluous phrase. As a result of the United States Government Railroad Administration's upward fixing of railway wages the Dept. of Agriculture finds that on shipments of corn from Sioux City, Ia., to Chicago the railway workers are receiving three times as much of the farmers' gross proceeds of sale in 1921 as in 1913. With a "living wage" to railway workers the farmer's share in the price realized for his crop would shrink from the present 56 per cent to less than half. Why have any privileged classes in a free country? When wages of railroad employees drop to a reasonable figure, the producer will receive a proportional increase for his produce.

FIRE Prevention Week was celebrated by the grain elevator operators of the land in a very thoughtless manner. In fact the losses of several of the mutual fire insurance companies specializing in grain elevator fires were heavier than for any preceding month. Our own reports recorded in our news columns showed that 31 elevators were burned and half as many were badly damaged. It is very evident that the elevator owners who suffered fire losses did not give that consideration to the persistent propaganda against fire which it merited. The heeding of the agitation for the correction of known hazards not only reduces the cost of fire insurance to all policy-holders, but it also reduces the losses to the property owners who suffer by loss. So many fires have been traceable direct to cob houses, locomotive sparks and dry weeds about the elevator, one would naturally presume that all elevator owners would strive to protect their property from these dangerous hazards. Six total losses credited direct to these three causes last month more than prove that these six elevator owners did not make an earnest effort to protect their property from the flames. Why?

GRAIN DEALERS who paid penalties assessed against them under the Food Control Act during the dark days of the war will be pleased to learn that a bill known as S 3193 has been introduced by Senator Elkins of West Virginia. This bill would authorize the Secretary of the Treasury to refund upon application fines collected under convictions for violation of Section 4 of the Lever Act. If Congress continues to rectify its blunders of the war, it will repeal the Adamson law and reimburse grain dealers who are required to sell wheat at a figure much below what they had paid farmers for it in the regular course of their business.

Consignors Liable for the Freight.

In the past some grain shippers have been required by the courts to pay the freight on their shipments a second time. Once to the consignee and once to the railroad.

The new uniform bill of lading opens the way for shippers to be relieved of the necessity of paying the freight twice. The new bill of lading provides that, "If this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign a statement to the effect that carrier shall not deliver this shipment without payment of freight and all other lawful charges."

By signing such a statement the burden is put upon the railroad company to collect such charges from consignee at destination. We have repeatedly called attention to this new protection afforded to consignors by the new form of bill of lading, but many shippers continue to drift along in the old way. It may be that it will be found necessary for them to pay freight twice on several shipments before they will discover the protection obtainable by signing the printed notice to carrier.

Discounting Dirty Grain.

Dirty grain is always discounted liberally in central markets so that the country shipper who does not discount the grower to take care of the dockage and the waste incurred in handling and shipping dirt and foul seeds is quite sure to suffer unexpected losses. It costs just as much money to handle dirt through an elevator and transport it to market as it does grain because when mixed with grain it is so classified by every new handler. And what is more, the presence of such foreign matter in grain increases the chances of the grain getting hot and spoiling and often detracts from its quality sufficiently to insure entire lot being placed in a lower grade.

Weed seeds, broken grain and other grain may make first-class feed if ground, but by mixing it with choice wheat for shipment helps no one except the mixers, who buy the low grade stuff with the intention of removing the foreign matter and passing the choice grain on to discriminating buyers. So long as farmers pay threshermen on the basis of machine deliveries regardless of the quality, the threshermen will profit by leaving in the good grain all the foreign matter possible. The country buyer who fails to discount the grower for the foreign matter contained pays for stuff he cannot sell as grain in any terminal market.

Many Ohio dealers protect themselves against

these losses by cleaning all wheat received immediately delivering the screenings to the farmer who delivers the mixture settling with him on the weight of the cleaned grain.

Trickery in Enactment of Capper-Tincher Bill.

The report of the grain exchange legislative com'te recently made public convicts the Sec'y of Agriculture of breach of faith and brands him as guilty of false pretences in disregarding the testimony before the Senate Com'te that future trading was not a burden on interstate commerce and the admission of patronage dividend rebaters to membership would be harmful to the exchanges.

Altho the evidence was that future trading facilitates rather than burdens commerce the Sec'y in a communication to the Senate Com'te admitted that the insertion of the statement in the new law that future trading burdens commerce was solely to befuddle the Supreme Court when the Act again came before the Court.

The failure of the senate com'te to incorporate any of the important amendments suggested by the representatives of the grain exchanges shows how impracticable is the policy of dickering with the politicians for special privileges for the exchanges in return for a yielding of regulatory authority to the Washington bureaucrats.

The politicians in Congress have nothing to offer the grain exchanges more than the grain trade already enjoys under the protection of common and statutory law. Far from conferring any benefit, legislation could only destroy the present carefully built marketing machinery. It is not surprising, therefore, that the legislative com'te of the grain exchanges in its final report should confess "that its efforts have proved of so little avail."

Decision on Rentals of Sites on Right of Way.

The decision by the Interstate Commerce Commission published elsewhere in this number of the Journal will be a disappointment to those shippers who had expected the Commission to assume any degree of authority over the rates of rental for elevator sites.

Evidently the Commission took no notice of any special relation that may be alleged between a railroad company and the occupant of a site on its right of way. Its decision is no more than a statement that if a carrier leases a site, sells land or discarded material below the market price, or buys rails, lumber or other material at above the market price, if the other party to the transaction is a shipper, such pecuniary benefit to the shipper constitutes a rebate on the freight paid by him on his shipments.

Taking advantage of this decision the railroad companies can be expected to use it as a pretext for marking up the rentals of sites of smaller shippers who do not enjoy the legal advice of the attorneys employed by the large corporations, who will be prepared to resist any advance in rentals for the good and sufficient reason the rental has no connection with the rate of freight paid on any specific ship-

ment. If too low a rental is a rebate, then too high a rental is an overcharge in freight.

The Interstate Commerce Commission failed dismally in not expressing any opinion on the excessively high rentals, far above commercial values of surrounding real estate at the country stations exacted by many of the carriers from owners of grain elevators. The Commission had fully as much authority to declare an excessive rental an overcharge as to declare a low rental a rebate. Its failure to do so may be due to knowledge that its decision in either case has no binding force. If a railroad company has submitted a parcel of land to different persons or corporations and has leased to the one making the best offer it can not be convicted of rebating regardless how far below the commercial value the rental may be.

Leaking in Transit

Grain dealers can help brother sufferers in the collection of claims for loss by reporting to Grain Dealers Journal, for free publication, car initials, number, place, date and condition of car seen leaking grain in transit.

Recently we have received reports of the following leaking or bad order cars:

Southern 39514, loaded with shelled corn at Brewer Yards, Ill., Nov. 6, was transferred into another car due to bad leak.—X.

Penn. 53720, loaded with oats at Brewer Yards, Ill., Nov. 6, was transferred to another car, due to bad leak.—X.

Soo 169642 passed thru Sidney, Ill., Nov. 4, leaking corn from side. It was going west over Wabash.—Rich & Blankenbaker.

Pennsylvania 88867 left Holyoke, Colo., Nov. 3, leaking wheat thru sheathing.—Reimer Smith Grain Co., R. P. Reimer, mgr.

Southern 17552 was leaking wheat at side of car at Holdredge, Neb., Oct. 31.—Holdredge Equity Exchange.

C. B. & Q. 93501 was leaking wheat at side of car at Holdredge, Neb., Oct. 31.—Holdredge Equity Exchange.

C. B. & Q. 118810 was leaking wheat over draw bar at Holdredge, Neb., Oct. 30.—Holdredge Equity Exchange.

T. & P. 31985 passed thru Broadmoor, Ill., Oct. 30, leaking corn at end of car. Train crew patched the leak the best they could.—Rees & Powers, Bradford, Ill.

C. B. & Q. 132403 was leaking wheat over drawbar at Holdredge, Neb., Oct. 30. Car had steel outside frame.—Holdredge Equity Exchange.

No. Pac. 31702 passed thru here Oct. 28 bound for St. Louis, leaking corn freely thru broken side sheathing at sill.—A. V. Tischer, chief inspector, Des Moines Board of Trade, Des Moines, Ia.

C. B. & Q. 109643 was leaking white shelled corn at Riverton, Ia., Oct. 27. The door post was broken, so I took hammer and waste and nailed it shut.—Ray Fleming, mgr., Good Bros. Seed & Grain Co.

Ft. D. M. & S. 7704 passed thru Hampton, Ia., Oct. 27, leaking oats at side of car. Reported to the conductor but did not stop to repair car.—J. A. Carden Elevator.

C. & N. W. 107130 passed thru Checotah, Okla., Oct. 27, leaking oats badly over trucks. Train stopped a few minutes and I examined car and it seemed the car had been riding the front wheel and broke thru the floor.—J. H. Young, The Checotah Mill & Elevator Co.

I. C. 141275 passed thru Holdredge, Neb., Oct. 25, leaking wheat at doorpost.—Holdredge Equity Exchange.

C. M. & St. P. 502648 was set out at Elk Point, S. D., Oct. 18. Side of car was broken, also one brace post. It was loaded with oats and was leaking badly. Section men repaired the leak and it went on.—D. A. Greig, mgr., McCaull-Webster Elevator Co.

Asked— Answered

[Readers who fall to find information desired on any subject of interest to grain dealers should send us their query for free publication here. The experience of your brother dealers is worth consulting. Replies to queries are solicited.]

Ridding Elevator of English Sparrows?

Grain Dealers Journal: I would like to hear from someone thru the columns of the Journal, who has had experience in ridding an elevator of English sparrows.

My elevator is so constructed that it is impossible to pen them out and their presence causes much annoyance.

Any suggestions that will likely be of help will be greatly appreciated.—J. R. Helman, Bloomer, O.

Division of Cars.

Grain Dealers Journal: My competitor has about three times as much capacity in his elevator as I have, but the grain that is in his house is not paid for because he has not the money. It is just stored there to get it off the farms. The grain that comes into my house is paid for.

Is it right that the railroad should give my competitor three times as many cars as I receive?—T. T. Thomas.

Ans.: Under the rules of the American Railway Ass'n, as published in the Journal Oct. 25, page 555, the railroad is not required to investigate the ownership of the grain available for prompt loading.

Some shippers load out grain taken into store before they have paid for or even bought it.

Minimum Weight?

Grain Dealers Journal: On or about May 10 we ordered a capacity car for barley at our Fulton station, this being all the barley we had on hand and none other in view, therefore wanted to get it out so as to make a cutoff; not receiving a car for several days our buyer again approached the railway agent, requesting that he use every effort to get us this car at an early date.

On May 25 there was an 80 capacity car spotted at the elevator and the agent notified our buyer to load it as a 50 capacity car and it was so loaded under the instructions of the agent, with notation on B/L "A 50 capacity car ordered an 80 capacity furnished for Ry. Company's convenience."

Now the railway company is trying to collect the difference in freight between 52730 which the car contained, and 60,000, claiming that under a certain rule, namely 566 Boyd's circular IP contained in C. St. P. M. & O. I. C. C. No. 4504 GFD No. 4600 that where a smaller car than a 60 capacity car is ordered by the shipper and a larger car is furnished, the shipper is compelled to pay on a minimum of 60,000 lbs.

It would appear to us under these circumstances we are not liable for more freight than the car actually contained. We were notified to load the car for a 50; it was receipted for as a 50, freight was paid at the terminal as a 50. What is your opinion?—Hoesse & Lueth Grain Co., Spencer, S. D.

Ans.: The freight charges were correctly assessed, as tariff GFD 4600-D applies. Under the rule for minimum weights this tariff in Note 3, paragraph (b) provides "When shipper orders for bulk loading a car of marked capacity less than 60,000 lbs., and carrier furnishes and shipper uses a car of greater capacity than ordered, the minimum weight on grain listed in paragraph (1) shall be 60,000 lbs.; but not greater than marked capacity of car furnished; and the minimum weight upon oats, ear corn and other commodities listed in paragraph (2) shall be 48,000 lbs., but not greater than 80 per cent of capacity of car furnished."

Paragraph (1) covers "Grain, all kinds."

Paragraph (2) covers "Oats, ear corn, corn in shuck, unthreshed feterita, unthreshed kafir corn, unthreshed milo maize."

Once a year, however, a shipper has the right to load out one car with a minimum of 30,000 lbs. under the clean out rule. This is contained in the tariffs of the Central Freight Ass'n and the Western Trunk Line Com'te, and is found also in tariff 4600-D of the Chicago, St. Paul Minneapolis & Omaha R. R., on page 29, in effect from Fulton, S. D., on that road. It provides that:

"For the purpose of cleaning out elevators and grain houses at the close of the shipping season one carload each year may be shipped subject to a minimum weight of 30,000 lbs."

What Is Reasonable Fee for Loading at Country Station?

Grain Dealers Journal: After our fire last July, our competitors, the Poseyville Milling Co., loaded for us, 25 cars of wheat.

Neither one of us knowing what is the customary charge for loading wheat we thought perhaps the Journal could help us out with a suggestion as to what is customary.

In loading out this wheat we furnished all labor and clerical work. The milling company ran this wheat into tanks over cleaner, doing rough cleaning. When cars could be procured we would load this wheat out of tanks into car over automatic scale. All the milling company was out is the power and wear of its machinery, plus about \$70 wages paid for an extra man it hired during this time.—P. Reising & Sons, Poseyville, Ind.

Ans.: The Public Elevator at New Orleans charges \$6 per car for receiving, ¼ cent per bushel for cleaning and \$2 per car for loading out.

The charges of the Commissioners of the Port of Astoria, Ore., are, per 2,000 lbs., cleaning 25c; loading cars, 35c.

The New York State Canal Elevator at Brooklyn, N. Y., charges ½c per bushel for elevation, delivery and 15 days' free storage; for cleaning, ¼ cent per bushel.

The East Side Iron Elevator at Toledo, O., charges 2c per bushel for elevating grain from wagon, including 10 days' free storage, and ½c per bushel for cleaning. For loading cars the charge is \$1 on wheat, corn and rye, and \$1.50 on oats and barley.

The Northwestern Elevator at Council Bluffs, Ia., charges 1c per bushel for unloading, elevating and reloading grain; for cleaning ½c per bushel.

Distribution of Cars Between Stations?

Grain Dealers Journal: What is the ruling of the Interstate Commerce Commission or the public utilities commission in regard to the ratio of distribution of grain boxes between stations on the same line of railroad?—Rees & Powers, Bradford, Ill.

Ans.: No ruling has been made by the federal or state commissions on the distribution of cars between stations; but the dispatchers of the different railroad companies endeavor to follow as closely as practicable the rules laid down by the Commission on Car Service of the American Railway Ass'n and published on page 555 of the Journal Oct. 25. The dispatcher takes the report furnished every Saturday by the local agents and divides the cars pro rata among stations, just as the local agent does among his local shippers, under Circular CCS-10.

If the dispatcher or the division superintendent of transportation for reasons seeming good to him choose to vary from the equitable distribution there is no penalty or compulsion that can be exercised. An inequitable distribution often results because one station unloading many merchandise cars will have a greater number immediately available for grain than a passing station nearby where the merchandise is peddled out of the car.

If a shipper has in fact been discriminated against, and can prove it, he can recover damages in court.

Some of the state commissions endeavor to use their influence with the carriers to adjust the allotment of cars. A Farmers Grain & Supply Co. complained to the Kansas State Public Utilities Commission recently that an undue number of cars were being furnished at another station. Clyde M. Reed, chairman of the Commission, immediately took this up with F. J. Hinske, chief car distributor of the Rock Island at Chicago, who showed it resulted from natural causes, more cars being made empty at one station.

When traffic conditions are bad, so that an empty car not be moved for two days to a point entitled to the car, it is better, in the interest of maximum service, to load the car with grain where it stands.

Sometimes a carrier will furnish a station with more cars than it is entitled to, to keep the grain from being piled on the ground.

Can Farmer Recover for Grain Burned in Elevator on Right of Way?

Grain Dealers Journal: In the report and answer to questions submitted by the Pacific Coast Elevator Co. published at page 548, Oct. 25 number, I wish to ask if there are any other decisions bearing on the subject that more nearly cover the real questions involved.

I do not wish to controvert the conclusions, but at the same time, submit a few reflections on the subject.

First: Is it not true that the leasing of ground by carriers for elevators and other private purposes is strictly a private matter, and not related to the official or public duties of the carrier, hence not subject to regulation by any authority and not bound by any rules applicable to public service companies in their relation to the public?

Second: If a private matter, is it not possible for the carriers to exact any terms and conditions they desire and exempt themselves from losses or damage incident to the operation of trains over the railroad and otherwise as fully as any other private concern or owner could do? And, if this is true and the lessee accepts the terms of the lease is he not bound thereby? Then if he receives grain from a farmer and issues to him a receipt which carries the information that the warehouse is on leased ground or railroad ground, is he (the farmer) not bound by the conditions of that lease the same as the warehouseman, and is it not sufficient notice to put him on inquiry as to the terms of the lease and further is he not bound to search the record for the terms of the lease, since it relates to real estate and his transaction for the use of a part of that real estate.

The presumption of ownership, with possession of real estate, does not obtain as it does with the possession of personal property, hence the necessity for record or other evidence. The burden of learning from the records or otherwise was cast upon the farmer who accepted the warehouse receipt, for the certificate on its face said the land on which the building was located belonged to the railroad and that the railroad, as well as the warehouseman, was exempt from loss or damage, etc.

In view of the conditions of the receipt and the intent of the parties to fully acquaint the farmer with the fact that he was to carry his own fire risk, and further that neither the carrier nor the warehouse was to in any manner become liable and in view of the further fact that the holder of the certificate had access to the records to fully acquaint himself with the nature of the lease, I am inclined to the opinion that he has no basis, either in law or equity for recovery off of either the warehouse or railroad. Certainly he cannot fix, by indirection, a burden on the warehouse that cannot be fixed by direct proceedings, or in other words he cannot recover off the carrier and the carrier off the warehouse by virtue of the lease contract of which he had notice and sufficient notice that he was willing to release each of them by the terms of the warehouse contract.—L. E. X.

Ans.: A decision on the identical facts stated in the question was given a few weeks ago by the Federal Court in favor of the farmer against the railroad company.

This case is that of O. H. Reeder, of Myrick, Ore., against the Northern Pacific Railroad Co., and will be published in full in the Journal as soon as it appears in the law reports; and probably covers every point raised by "L. E. X."

First: It is true that the leasing of ground by carriers for elevators is strictly a private matter, except in states like Iowa, where the State Railroad Commission is given jurisdiction over leases.

Second: The carriers can exact any conditions from the lessee not forbidden by the state. Notice to the farmer that the warehouse was on leased ground seems not to put the farmer on inquiry, in view of the decision of the federal court referred to in the foregoing case of Reeder v. Northern Pacific.

The third paragraph of "L. E. X.'s" second question, "In view of the conditions of the receipt," etc., is true, as the carrier and warehousemen have a right to relieve themselves

from liability as insurers against fire. But that is as far as the right goes. It can not be stretched to relieve themselves from liability for negligence, in the absence of any consideration for such special exemption from negligence.

Unless specifically informed that the lease contained an exemption for "negligence" the farmer had a right to assume that the waiver of recovery of loss by fire did not cover negligence, and it would have to appear that the farmer was receiving some substantial consideration in exchange for his grant of the release.

Following are decisions additional to those published in Oct. 25 number:

A warehouseman is not an insurer of goods placed in his warehouse, and is only liable for such loss or damage thereto as is caused by his negligence for failure to exercise ordinary care.—*Lewis v. L. & N. Ry. Co.*, 135 Ky. 361.

A warehouseman is responsible only for loss caused by simple negligence.—*Security Storage & Trust Co. v. Denys*, 119 Md. 330.

A warehouse receipt reciting "not responsible for loss by fire" did not cover loss by fire by the warehouseman's negligence.—*Gulf Compress Co. v. Harrington*, 90 Ark. 256.

Warehouseman held to have the burden of proving that damage to goods did not result from his negligence, whether the bailment be for hire or gratuitous.—*Carolina Rice Mill Co. v. West Point Mill Co.*, 98 S. C. 476.

A seedhouse was erected on defendant railroad's right of way under a contract binding the person erecting the same to save defendant harmless from damage arising from the occupancy of such person, whether the damage was caused by defendant's NEGLIGENCE or otherwise. Plaintiffs stored seed in the seedhouse which was destroyed by fire from an engine of defendant. Held, that the fact that plaintiffs KNEW of the contract did not affect their right to recover.—*Devlin v. Charleston & W. C. Ry. Co.*, Supreme Court of South Carolina, 60 S. E. 1123; 79 S. C. 469.

Shutting Shippers Out of Market by Car Ruling?

Grain Dealers Journal: I have some sales for New Orleans unfilled and due to the ruling of the Interstate Commerce Commission to route all cars home, I am up against it, as I cannot fill my sales.

I have managed to have a B. & O. car sent to New Orleans, but on a Great Northern I met with so much opposition that I would like to know if it is up to the shipper to stand losses on any ruling the I. C. C. chooses to make. Northern billings at the present time mean a considerable loss to the shipper, not to mention having to buy in contracts at a loss also.

If the Interstate Commerce Commission has absolute jurisdiction, it undoubtedly forces the shipper under the above ruling to buy in grain, place it in his elevator and then speculate on it, or not buy any at all. If it is left on the farms, it retards the much to be desired prosperity that follows free movement of grain.

We would like to have an expression on the rights of the shipper in regard to conducting his own business, when the I. C. C. passes rulings that directly interfere with old and proven methods of trade.—*C. E. Fletcher, Dewey, Ill.*

Ans.: Section 15 of the Interstate Commerce Act states: "Whenever the Commission is of opinion that shortage of equipment, congestion of traffic, or other emergency requiring immediate action exists in any section of the country, the Commission shall have, and it is hereby given, authority, either upon complaint or upon its own initiative without complaint, at once, if it so orders, without answer or other formal pleading by report, according as the commission may determine, to give directions for preference or priority in transportation, embargoes or movement of traffic under permits, at such time and for such periods as it may determine, and to modify, change, suspend or annul them."

Section 16 provides: "Whenever the Commission is of opinion that any carrier by railroad subject to this Act is for any reason unable to transport the traffic offered it so as properly to serve the public, it may, upon the same procedure as provided in Section 15, make such just and reasonable directions with respect to the handling, routing, and movement of the traffic of such carrier, and its distribution over other lines of roads, as in the opinion of the Commission will best promote the service in the interest of the public and the Commerce of the people."

The Act also provides that in case of failure or refusal on the part of any carrier, receiver or operating trustee to comply with any such order of direction, such carrier, receiver or

trustee shall be liable to a penalty of not less than \$100 nor more than \$500 for each offense and \$50 for each and every day of the continuance of such offense.

Like all other regulations emanating from a centralized authority the order of the Commission does not take notice of the needs of individual roads or of shippers at certain stations. Some injustice is therefore, unavoidable, but the carriers have no choice but to obey the Commission.

Unfair Distribution of Cars.

Grain Dealers Journal: A very great injustice is being done in the distribution of grain cars at this point. I am the only shipper at this station and draw grain from a radius of ten to eleven miles in the richest agricultural section of Central Illinois. Other localities, no larger, supporting two and more elevators receive double or triple the allotment of cars, according to the number of shippers located at that place.

We have been under a car embargo imposed by the Chicago and Alton Railroad since Sept. 1st, and during that time we have been unable to buy a bushel of grain, while at least 50,000 bushels of corn have been taken from our territory to other stations. In one instance, a farmer living less than a mile north of us had to haul his corn to Elkhart, a station six miles south of us to make crib room for his incoming crop. Cannot you see the injustice to the farmers to be forced to make this long haul to get rid of their crops?

The capacity of our elevator and crib is each 45,000 bushels and both have been kept full since August. We still have 25,000 bushels of wheat (all bought last harvest), which we are forced to hold for want of cars. This, we are told by the C. & A. R. R., is because of a ruling of the Illinois Commerce Commission.

Could not some influence be brought to bear on the Interstate Commerce Commission so that cars would be allotted according to the territory or acreage from which a shipper draws.—*Fred Maurer, by Isaac Eisiminger, Mgr., Broadwell, Ill.*

Ans.: Hundreds of decisions by the courts awarding shippers damages for discrimination between shippers at one station can be found in the records and have been published in the Journal.

Discrimination between shippers at different stations is more difficult to prove, as shippers are not informed as to what is going on at stations other than their own, and therefore few such cases have found their way into court. One of the leading cases is *Wood v. P. C. C. & St. L. Ry. Co.*, where the Appellate court of Indiana in 84 N. E. 1010 held:

Discrimination Between Stations.—Where a carrier discriminates against a shipper who has no other means of shipment than over its line, and refuses to furnish him with cars at times when it is supplying them freely to shippers at points where it competes with other lines, it is liable to the shipper discriminated against.

The same suit appeared later in 88 N. E. 709. The other, and more recent decision was that in the *Sonman Shaft Coal Co. suit*, on division of cars between mines at different points, following:

Damages of \$143,830 for Discrimination.—In affirming a decision of the Supreme Court of Pennsylvania granting the *Sonman Shaft Coal Co.* judgment for \$143,830.25 damages against the *Pennsylvania Railroad Co.*, the Supreme Court of the United States denied the allegation by the railroad company that on these interstate shipments the action could not be entertained by a state court.

But there was testimony tending to show that the carrier was applying or following a rule for allotting cars which did not entitle the coal company to receive as many cars as it needed and requested, and because of this it is contended that the reasonableness of this rule was in issue and was an administrative question which the act intends that the Commission shall solve. We cannot accede to the contention. The conditions in the coal trade being normal, as just shown, the number of cars to which the coal company was entitled was to be measured by its actual needs. It is only in times of car shortage resulting from unusual demands or other abnormal conditions, not reasonably to have been foreseen, that car distribution rules originating with the carrier can be regarded as qualifying or affecting the right of a shipper to demand and receive cars commensurate in number with his needs.—37 Sup. Ct. Rep. 46.

Damages of \$358 for Failure.—*Wm. R. Bach,*

attorney for the Illinois Grain Dealers Ass'n, conducted to a successful issue the suit by T. U. Fox, against the Chicago & Alton Ry. Co. to recover damages for the failure to furnish cars. On appeal from the Circuit Court of McLean County, Judge Eldredge of the Illinois Appellate Court decided as follows:

Appellee brought suit against appellant in an action on the case, to recover damages for failure to furnish cars for the shipment of corn from appellee's elevator at Sinclair, Ill., during the months of August and September, 1910. Judgment was rendered against appellant on the verdict of the jury, assessing appellee's damages at \$358.50.

Discrimination in Car Supply; Measure of Damages.—It is the duty of a railroad company, both under the common law and by statute in this state (section 3373-1, Rev. St.), to extend to all persons, without favoritism or discrimination, equal opportunities and facilities for receiving and shipping freights of all kinds of the same class. In an action against a railroad company by a person engaged in the handling and shipping of hay, grain and straw to recover damages for alleged discrimination against him by the company's giving to other shippers handling and shipping the same kind of freight special or unequal privileges in the distribution and delivery of cars, the plaintiff is only entitled to recover as damages such sum as will compensate him for the loss or injury actually sustained as the result of such discrimination, except that in any such action, if discrimination be proved, the recovery shall not be less than \$500. In such action, where there is no allegation of special damages, the measure of damages to which the plaintiff is entitled is the difference between the market value of the hay and straw that would have been transported in the cars the plaintiff should have received at the point to which they were to have been carried at the time when they were to have been carried at the time when they would have reached their destination and the market value of said hay and straw at the same time at the place from which they were to have been carried, less the cost of transportation between the two points.—Appeal by Toledo & Ohio Central Ry. Co. against John Wren of Deunquat from Wyandot County Circuit Court. Supreme Court of Ohio, 84 N. E. 785.

Awarded \$130 per Car Damages.—The Hobart Mill & Elevator Co., Cold Springs, Okla., filed a complaint against the St. Louis-San Francisco Ry. Co., Dec. 16, 1921, alleging the railroad discriminated against the elevator company in the matter of distributing cars, thereby causing the elevator company a loss.

After a previous hearing had been held, the Interstate Commerce Commission decided in favor of the plaintiff June 26, 1922, and ordered reparation to be made of \$1,040.

The decision of the commission No. 11441 follows in part:

In our former report herein 61 I. C. C. 192, we found that the defendant's practice in the distribution of cars for grain loading during the period from July 1 to Dec. 1, 1919, resulted in undue prejudice to complainants, who own and operate a grain elevator at Cold Springs, Okla. The record indicated that the complainants should have received eight cars more than the defendants furnished them, but was insufficient to enable us to determine the fact and amount of damages.

Jurisdiction of Discrimination in Furnishing Cars.—Under the Interstate Commerce Act (U. S. Comp. Stat. 8563 et. seq.) when a shipper's action against a carrier is for damages thru discrimination of the carrier in distributing cars during a car shortage, and the discrimination was pursuant to a rule of the carrier, the shipper must first proceed before the Interstate Commerce Commission to establish the discriminatory character of the rule, but when the discrimination is caused by breach of the rule, and results from non-observance, the state courts have immediate jurisdiction of the shipper's action.—*Anderson v. C. M. & St. P. Ry. Co.* Supreme Court of Michigan, 175 N. W. 246.

Recovery of Damages for Discrimination in Furnishing Cars.—A claim against a railroad company for discrimination in the distribution of cars in violation of its own rule, is not one which requires presentation to the Interstate Commerce Commission before an action may be maintained thereon, under Interstate Commerce Act Feb. 4, 1887, c. 104, § 9 (Comp. Stat. 8573), nor is such presentation necessary when there is no shortage of cars and the reasonableness of the carrier's rule for distribution is not involved.—*Dusenberry v. Lehigh Valley R. Co.* and *Chas. Schaefer, Jr.*, U. S. District Court, New York, 263 Fed. 1009.

General Principles by I. C. C.—On complaint of the Farmers Elevator Co., of Vermillion, S. D., and four other elevator companies against the C. M. & St. P. Ry. Co., the Interstate Commerce Commission recently gave a decision in favor of the complainants, holding as follows:

The supply of grain to a dealer is dependent upon the sale of grain to him by farmers and may be cut off in whole or in part by his competitors. The various grain dealers located at a given station draw grain from the same source, namely, the farmers located in the sur-

rounding country. It is entirely fair to distribute the largest share of the available cars to the dealer with the largest amount of grain on hand ready for shipment, even tho he might not during normal periods have controlled the larger volume of grain shipped from the point at which he is located, for his elevator must be regarded as a part of the facilities necessary in the transportation of grain, and in so far as he has provided himself with superior facilities he is entitled to whatever advantage he may secure thereby.

Various Exchanges Granted Injunction Against Capper Law.

At Minneapolis, Minn., Nov. 9, Judge Page Morris of the United States District Court granted an indefinite continuance of the restraining order obtained by the Minneapolis Chamber of Commerce against the enforcement of the Grain Futures Act.

At Kansas City, Mo., Nov. 8, the hearing on the Capper-Tincher law was continued to Nov. 18.

At St. Louis, Mo., the Merchants Exchange has been granted a temporary restraining order against the enforcement of the Grain Futures Act.

At Toledo, O., the Produce Exchange directors decided that rather than submit to this tyrannical interference with trade, to stop trading in grain for future delivery, temporarily until a test of the law can be made.

The Milwaukee Chamber of Commerce has been granted a license.

Reduced Fare to Hay & Grain Show.

Railroads are making concessions in fares to visitors to the International Hay & Grain Show to be held in Chicago from Dec. 2 to 9. A fare of one and one-third is being offered from the Missouri River east, and a fare of one and one-half is being offered in the central West sections.

Efforts are being made to have further concessions made from other parts of the country to the show, but as yet have not been successful.

Indiana is making every attempt to gain a place high in the awards being offered by the Chicago Board of Trade as is shown in a letter sent by the Indiana Corn Growers Ass'n to farmers of that state, and other states will have to move quickly to nose out the Hoosiers.

More than 100,000 copies of the premiums list have been distributed and indications point to 2,000 more entries than any previous show.

Proper Rental for Elevator Sites.

Agitation has again been started in the fight by elevator owners against railroads from whom land is leased on the right of way. At a meeting in Chicago, March 2, the Illinois Commerce Commission adopted the following resolution:

Whereas, Numerous complaints have been received by this Commission concerning rents charged leases on the leasing or re-leasing of railroad property for elevators, service tracks, industrial tracks and other industrial purposes; now, therefore, be it

Resolved, That in conformity with the rulings of the Interstate Commerce Commission, the Illinois Commerce Commission requires in cases involving approval by this Commission of leases or re-leases of railroad property for elevators, service tracks, industrial tracks or other industrial purposes, where such re-lease of said property involves a changed consideration, adequate evidence of the value of the property of the railroad involved in the lease.

Resolved, further that a copy of this resolution be served on each of the several railroads operating in Illinois as notice of the policy of this Commission.

CORN now holds the strongest position it has had since the world war inflation. It is becoming daily more evident that there will be no material marketable surplus of corn. Corn statistics show heavy decreases in the new crop and farm reserves, and a remarkable increase in domestic and foreign demand and hog production.—Quinn Shepherdson Co.

Carrier Bound by Agreement to Furnish Cars in Time of Shortage.

Damages of \$1,123.08 for failure to furnish cars were awarded by the Supreme Court of Iowa, Sept. 26, 1922, to one Vander Zyl, a shipper of live stock at Leighton, Ia., the C., R. I. & P. R. Co. having agreed thru its agent to supply cars for four loads of hogs to go to Chicago.

Vander Zyl testified that he made an oral contract with the agent Dec. 8, 1917, for cars on Dec. 10 and 12, that the Rock Island failed to furnish the cars until Dec. 17 and 18; that he had to feed the hogs at Leighton and also suffered loss by decline in market value.

The Rock Island's defense was that at the time referred to there was an "unprecedented shortage of live stock cars in the whole central region of the United States, and at all times alleged in the petition the unfilled orders for stock cars over defendant's lines were far in excess of the number of cars available for loading, such shortage being caused by the fact that a large number of live stock cars had been diverted from the central western territory by order of the Car Service Commission at Washington, D. C., to aid in the carrying of war supplies, and that to have furnished cars to plaintiff would have constituted an unfair and unjust discrimination in favor of plaintiff and against other shippers, in violation of the act of Congress regulating interstate commerce."

It was also stipulated by the parties to the effect that upon the December, 1917, dates in question that the unfilled orders for stock cars upon this particular division of the railway exceeded the number of empty cars thereon which were available to supply the demand. When the parties had rested defendant moved for a directed verdict in its favor on the ground that the contract or agreement on which plaintiff demands a recovery is illegal and void, and because it provides for an unfair discrimination in plaintiff's favor in violation of the federal statutes. The motion being overruled, the issues were submitted to the jury which found for the plaintiff.

The Supreme Court said: In the case of Interstate Commerce Commission v. Railroad Co. (C. C.) 43 Fed. 37, the court, considering an alleged discrimination as a violation of the statute, says:

"Subject to the two leading prohibitions that their charges shall not be unjust and unreasonable, and that they shall not unjustly discriminate, or * * * subject to undue prejudice or disadvantage persons or traffic similarly circumstanced, the act to regulate commerce leaves common carriers as they were at common law, free to make special contracts looking to the increase of their business, to classify their traffic, to adjust and apportion it so as to meet the necessities of commerce, and generally to manage their important interests upon the same principles which are regarded as sound, and adopted in other trades and pursuits."

That this liberty of contract extends to agreements by which the carrier undertakes to furnish cars for the transportation of freight over its line at a stated time in the future on the terms and conditions and at the rates which are open alike to all other shippers "similarly circumstanced" is not a discrimination or preference within the meaning of the law is well settled.

The promise or agreement to furnish a car or cars at the rates and under the conditions which are open on equal terms to all shippers similarly circumstanced is no discrimination. To deny such right would embarrass the carrier no less than the shipper. As is well known, the average carrier very properly stimulates and increases its business by sending out its agents and representatives to canvass farmers, live stock dealers and feeders, to secure their business in marketing live stock. If these agents may not make any valid agreement with such patrons as to the place where and time when the shipments will be received or for the supply of the necessary cars, or if the shipper who obtains the promise of the station agent for the supply of cars must drive his cattle and hogs and sheep to the station, taking upon himself the peril of a delay of a day or week or more while waiting the carrier's leisure or convenience to receive and transport the animals, that rule, once promulgated, would spell ruin to the shipper and serious loss to the carrier as well.

Every common carrier of freight is expected to supply itself with adequate transportation facilities to meet the usual and normal demands

for such service, and if under any circumstances failure to perform its obligations in this respect is sought to be excused because of an abnormally great and unforeseen demand for or shortage of cars, the carrier assumes the burden of proving such alleged fact, and the question so raised is for the jury. *Hastings v. Railway Co.*, 6 N. Y. Supp. 836.

It is also to be noticed that in a great majority of cases involving a claim for damages for failure to furnish cars, the failure charged has reference to the carrier's duty to supply cars on reasonable request or demand therefor, and not as in the case at bar, where the failure charged is in the violation of an express agreement. The distinction has often been noticed, and it is held that where an agreement is pleaded and proved the carrier is held to a stricter performance than where the plaintiff relies upon a mere request or demand to be performed in a reasonable time.

It is suggested in argument that defendant was entitled to reasonable time to produce the cars desired by plaintiff, and that the evidence does not show it had such reasonable opportunity. This objection would be more pertinent if plaintiff were claiming damages for failure to furnish cars upon his request or demand. But he pleads, and his evidence tends to show defendant's express agreement to supply the cars on the designated dates in the future. It must therefore be assumed that the time so stipulated was reasonably sufficient, or at least was satisfactory, to the parties, and the fact, if it be a fact, that defendant was mistaken in its judgment of the time required, would constitute no defense to plaintiff's action. In this connection it is also to be noted that if as claimed there was a prevailing shortage in the supply of cars on the defendant's railway system or in the immediate region of its station at Leighton, it fairly appears that such situation was as evident and well known to the defendant on the day when the alleged contract was made as it was on the date when it undertook to deliver the cars, and it must be presumed that its promise was made with due regard to its car supply.

The trial court by its instructions charged the jury that if there was an agreement by the defendant to furnish cars as alleged by the plaintiff the fact that there was a shortage in the supply of cars would not in itself excuse the defendant for not performing its agreement. But if to furnish them to him as agreed "would have been under all the facts and circumstances as disclosed by the evidence an unfair discrimination in his favor, then you will find for the defendant." This statement of the law is one of which appellant cannot complain. It is very doubtful if there is anything in the evidence on which a finding of unfair or unlawful discrimination could be sustained.—189 N. W. Rep. 953.

SCREENINGS will be fed to 10,000 sheep at Fort William and Westport by R. C. Harvey of Lethbridge, Alta., Canada. Last year he fed 7,000 sheep and found that what had been regarded as a drug on the market brought profitable returns. By starting feeding two months earlier than last year, Mr. Harvey expects to finish feeding the sheep in time for the January market. He will then take 10,000 more for the Easter trade.

Opposed to Nationalization of Coal Industry.

The Chamber of Commerce of the United States has asked the Coal Commission to be given an opportunity to present the views of organized business and industry, in the event the Commission, during its investigation, seriously considers any proposal looking to the nationalization of the coal industry.

In making this request in a letter to the Commission, Julius H. Barnes, president of the National Chamber, writes, "I do desire at this time to ask that, if in the course of your investigation your Commission proposes to give serious consideration to any project or plan of nationalization of the industry or of Government operation in any form in connection with it, the Chamber may be given an opportunity to present the views of organized business and industry. We recognize the fact that the disastrous consequences of the nationalization of various industries in Russia and other countries in Europe, the drain upon national revenues of Government-operated services in Europe, such as railroads, telegraph, and telephone, have discredited properly these phases of the relation of Government and industry to such an extent that serious consideration of any recommendation tending in that direction may not be given by your Commission."

Letters

[Here is the grain dealers' forum for the discussion of grain trade problems, practices and needed reforms. When you have anything to say of interest to members of the grain trade, send it to the Journal for publication. It may draw out the views of others.]

Business Is Good.

Grain Dealers Journal: Business in this section is doing its best—it has been mild but steady. There is no reason why business cannot be better. The country is in good shape and the farmers are receiving more money for their produce and if he has a fraction of good fortune with the markets, there is an automatic stimulation to business. Most farmers are selling at the good prices being offered, so we hope that everyone will enjoy a spurt of better times.—Geo. J. Nicht, Auburn, N. Y.

The U. S. G. G. Inc. in Kansas.

Grain Dealers Journal: During the latter part of 1921, 5 or 6 farmer elevator concerns leased their elevators for the coming year, to representatives of the U. S. G. G., Inc., but the U. S. G. G. for some reason or other, did not ask for possession of the elevators, and the leases were canceled.

There was probably a half-dozen elevators in the state that had contracts with the U. S. G. G. for handling its grain on a basis of 4c per bushel, i. e., they loaded the grain and received 4c a bushel for this service. The elevator operators assumed no liability whatever.

The Kansas Grain Dealers Ass'n refused to contribute anything to the Grain Dealers Nat'l Ass'n fund for propaganda against the U. S. G. G. This organization has not done anything that would give the U. S. G. G. an opportunity to use against us.—E. J. Smiley, Sec'y Kans. Grain Dealers Ass'n.

I. C. C. Will Not Give Shippers Correct Rate on Contemplated Shipments.

Grain Dealers Journal: On page 473 of your Oct. 10th number under caption "Getting Correct Freight Rates," you say in last paragraph of this editorial:

"The safest way now open to the average shipper is to write the general freight agent as well as the Interstate Commerce Commission for the rate wanted. While these authorities may often disagree their decisions will at least assist the shipper in learning the schedule rate."

Following this suggestion I wrote the Interstate Commerce Commission on Oct. 21st., asking for a carload rate on oats from Howe, Texas, to a point in Mississippi, supposing of course that I would get the desired rate quotation right soon. On the contrary they wrote me as follows:

"If your inquiry has reference to past shipments concerning which controversy exists between you and the carriers as to the rates properly applicable, you should furnish the bills of lading and paid freight bills or copies thereof showing the complete routing, dates of movement and other essential facts or at least submit a statement setting forth substantially the information which these documents would show. On receipt of this information an examination will be made of the tariffs on file here and a memorandum showing the correct rates will be furnished you, no charge being made for this service. This commission has found it impracticable to furnish rate information where the inquiry does not arise in connection with a past shipment except upon the

terms of its circular of March 25, 1915, a copy of which is enclosed. Application for general rate information should be addressed to the Traffic Departments of the interested carriers."

It appears that instead of helping shippers to keep out of trouble, they want them to get in and then they may render assistance in getting out.—Yours truly, J. A. Hughes, Howe, Tex.

Wants Damages for Discrimination.

Grain Dealers Journal: I am having trouble in obtaining my share of the empty cars being distributed at my station. During the last two weeks, my competitor received two more cars than I received.

My elevator has been full most of the time, but today there was room for 200 bus., which was soon filled.

I protested to the agent on giving the cars to my competitor, but he said that as his elevator was full he gave him the car.

Can I place orders for the cars I need and then collect damages upon failure to receive them?—C. L. Sunflower.

A Panacea for Grain Trade Ills.

Grain Dealers Journal: We are candidates for election to the office of Prime Bloc-ers and submit to the voters a few high spots of our "platform" that we concede is ROTTEN enough to appeal to the average grain dealer or miller.

FARM PROBLEM: As a solution of the vital farmers' problem we advocate placing the grain business on a percentage basis with a minimum profit of 10% of the cost of grain to each dealer. Thus the higher the cost the greater the profit. Automatically the farm problem will disappear and there will be no grain dealers in the poor house. Simple, isn't it?

WEIGHTS AND GRADES: We advocate that all grain be bought and sold on shippers' weights and grades. We guarantee under this plan that heat damaged, musty and smutty wheat will be eliminated and Grain Improvement Ass'ns will not be necessary. This is the ideal and if it cannot be accomplished we promise to work for the enactment of a bill requiring that all State and Federal grain inspectors must be devoid of the senses of sight, smell, taste and feeling. This should insure UNIFORM GRADES.

We have other rational ideas on Boards of Trades, box car question, commissions, etc., but space does not permit. We'll leave it to you. Has Secretary Wallace, Capper or Tinch anything on us? We know that you are for us. Your humble servant, Service Grain Co., Salina, Kan.

Much Heat-Damaged Wheat on Farms.

Many of the stacks and much of the early thrashed wheat on farms in sections of the hard winter wheat area contain heat-damaged kernels, a recent investigation by the United States Department of Agriculture is said to show.

Heat damage was found to occur oftener in header stacks than in bundle stacks, because the bundle grain usually is more mature and drier, unless wet from recent rains, at the time of stacking. Heat damage is most likely to occur in header stacks when the grain is headed too green, or wet from dew or rain, or when there is an abundance of green weeds present at heading time.

Wheat thrashed at harvest time or immediately afterwards seldom is cured well enough to keep if stored immediately in the ordinary granaries or elevator bins. Such wheat needs first to be dried and cured sufficiently for safe storage. It is also pointed out that grain thrashed while damp from recent rains is not in a safe storage condition, though it may have stood in the shocks or stacks long enough to be well matured.

Protest Heat Damage Interpretations.

A vigorous protest against the interpretation and application of the heat damage factor in grading wheat under the U. S. Grain Standards was registered by the members of the Hutchinson Grain Club at a meeting held recently. The Club membership is composed of dealers who are actively engaged in handling grain on the Hutchinson (Kansas) Board of Trade, and they were practically unanimous in their opinions that the federal grades are not liberal enough in those portions relating to the requirements on heat damage.

It was the sense of the body that the grades themselves should be changed to permit somewhat larger percentages of heat damaged kernels, especially in grades No. 1, No. 2 and No. 3 of hard red winter wheat. Rather free expression was also given to the opinion that inspectors are too much dominated by the federal supervisors, and are not permitted to exercise their own judgment, being required in many cases to class certain kernels as heat damaged when in their own opinion those kernels are only slightly discolored and are not reduced in milling value.

There is also a feeling that the federal Board of Review is itself too strict in its definition of heat damage, and that the specification "distinctly discolored" appears to have been lost sight of by those in charge of the work. A com'te was appointed to continue the study of the subject and it will be taken up at later meetings.

Equity Co-op. Exchange Charged with Fraud.

Officers of the Equity Co-operative Exchange have been notified to appear in court Nov. 16, at Fargo, N. D., to answer charges placed against them by six farmer members.

They are charged with defrauding members thru the use of what is known as "dummy selling agencies". The complainants also claim that the books have been tampered with and falsified with full knowledge of directors. A complete accounting of the business is asked.

The complaint states that certain pooled grain was sold to a subsidiary selling organization, at a price at which there could be no competitive bids. The selling organization did not pay for the grain at the time, but later sold the grain at a higher grade and price. The difference between the selling price to the "dummy organization" and the selling price at the higher grade was unlawfully and wilfully kept by the directors of the exchange. In this way, the complaint states, more than 75,000 bus. of grain were manipulated and members were defrauded out of 15 cents per bushel on all grain sold to the "dummy organization."

At the beginning of the action by the six farmer members, Louis Noltenica, acting pres. of the exchange, stated that "the charges set out in the complaint are the same which were preferred by Pres. J. M. Anderson of the Exchange during the first week of October, and on which the directors held a hearing for one week, at the end of which the board determined that all the charges were unfounded and found that neither of the accused officials were implicated as charged."

The Equity Co-op. Exchange was organized in 1921 and was to have closed out and disposed of all grain before July 31, 1922, under the terms of the contract with members.

THE AMERICAN CORN MILLERS Federation will hold its annual meeting at the Congress Hotel, Chicago, Ill., Dec. 4 and 5.

Coming Conventions.

Nov. 21-24. Nebraska Farmers Co-op. Grain & Livestock Ass'n at Omaha, Neb.

Dec. 5, 6, and 7. The South Dakota Farmers Grain Dealers Ass'n, Watertown, S. D.

Jan. 23, 24, 25. Farmers Grain Dealers Ass'n of Iowa, at Des Moines.

Crop Reports

Reports on the acreage, condition and yield of grain and field seeds, as well as on the movement to country markets, are always welcome.

ILLINOIS.

Springfield, Ill., Nov. 8.—The week was generally warm for the season with much cloudiness. Good rains fell in the extreme west portion, but elsewhere the amounts were only light to moderate. Wheat improved but remains spotted. Conditions are somewhat unfavorable for corn husking and soy bean thrashing. Some plowing was accomplished.—W. F. Feldwisch, meteorologist.

Chicago, Ill., Nov. 1.—The yield per acre of corn is 27.2 bus., or the same as indicated a month ago. This makes a total corn crop of 2,800,000,000 bus. against 3,100,000,000 bus. last year. The quality of the crop is reported at 90, a figure only equaled once in the past ten years. The stocks of old corn remaining on the farm are materially smaller than last year, or 150 million bus. against an official report last year of 281 million bus. Apparently the total corn supply for the coming year is more than 400 million bus. less than was available a year ago, but of excellent quality as compared with a poor grade last year. Preliminary returns of winter wheat acreage show a heavy decrease in the breadth seeded east of the Rocky Mountains. There has been a loss in

Government Crop Report.

Washington, D. C., Nov. 9.—The crop reporting board of the bureau of agricultural economics makes the following estimates from reports of its correspondents and agents:

| | 1922 (prelim.) | 1921 (Dec. est.) | 1916-20 (prelim. average inary.) | Yield per acre. |
|--------------------------------|-------------------|---------------------|-------------------------------------|--------------------|
| Corn, bus. | 2,896,108 | 3,080,372 | 2,830,942 | 28.1 |
| Wheat, bus. | 810,123 | 794,893 | 799,083 | 14.3 |
| Oats, bus. | 1,229,774 | 1,060,737 | 1,412,602 | 29.4 |
| Barley, bus. | 196,431 | 151,181 | 197,447 | 26.0 |
| Rye, bus. | 79,623 | 57,918 | 67,762 | 15.5 |
| Buckwheat, bus. | 13,643 | 14,079 | 14,426 | 19.3 |
| Hay, all, tons. | 108,736 | 96,802 | 102,129 | 1.42 |
| Flaxseed, bus. | 12,101 | 8,112 | 10,972 | 9.0 |
| Rice, bus. | 39,159 | 36,515 | 41,651 | 38.8 |
| Kafrs (7 states), bus. | 81,488 | 115,110 | 91,330 | 18.6 |
| Beans (7 states), bus. | 13,013 | 9,118 | 13,317 | 11.9 |
| Br'm'rn (7 states), tons. | 32 | 35 | 50 | 298.1 |
| Cloverseed, bus. | 1,878 | 1,411 | 1,564 | 1.7 |
| Peanuts, lbs. | 691,087 | 816,465 | 1,043,292 | 660.7 |

CORN.

| State— | 1922 prelim. | 10-yr. av. | 1922 prelim. | 1921 Dec. est. | 1916-20 av. |
|--------------|-----------------|---------------|-----------------|-------------------|----------------|
| Pa. | 45.0 | 42.0 | 71,505 | 76,272 | 64,292 |
| Va. | 28.0 | 26.5 | 54,376 | 47,600 | 53,825 |
| N. Car. | 20.0 | 19.9 | 50,520 | 49,254 | 54,570 |
| Ga. | 12.0 | 14.9 | 55,416 | 69,975 | 66,439 |
| Ohio | 39.0 | 39.4 | 156,117 | 159,326 | 146,946 |
| Ind. | 37.0 | 36.4 | 176,305 | 169,848 | 182,569 |
| Ill. | 35.0 | 34.0 | 308,665 | 305,966 | 337,245 |
| Mich. | 34.8 | 33.0 | 60,448 | 66,417 | 51,710 |
| Wis. | 43.5 | 37.2 | 96,396 | 97,482 | 69,152 |
| Minn. | 33.0 | 35.4 | 112,068 | 140,507 | 106,664 |
| Ia. | 45.0 | 38.5 | 455,535 | 444,190 | 403,684 |
| Mo. | 29.0 | 26.4 | 171,477 | 182,880 | 176,224 |
| S. Dak. | 29.0 | 29.2 | 117,276 | 125,632 | 97,297 |
| Neb. | 24.0 | 25.2 | 178,056 | 207,732 | 200,936 |
| Kan. | 19.5 | 17.0 | 103,174 | 102,142 | 85,679 |
| Ky. | 28.0 | 27.2 | 90,748 | 82,150 | 97,152 |
| Tenn. | 23.0 | 25.2 | 74,405 | 90,713 | 86,490 |
| Ala. | 14.6 | 15.7 | 53,115 | 62,651 | 59,668 |
| Miss. | 17.6 | 17.6 | 50,248 | 57,096 | 55,702 |
| La. | 17.0 | 19.1 | 28,084 | 35,022 | 32,558 |
| Tex. | 20.0 | 20.9 | 123,300 | 156,920 | 112,648 |
| Okl. | 18.0 | 17.8 | 55,944 | 76,925 | 50,270 |
| Ark. | 19.0 | 19.8 | 48,317 | 60,148 | 48,167 |

U. S. 28.1 27.1 2,896,108 3,080,372 2,830,942
Weight Per Measured Bushel—Wheat, 57.7 pounds, against 57.0 last year and 57.8 the ten-year average. Oats, 32.0 pounds, against 28.3 last year and 32.0 the ten-year average. Barley, 46.2 pounds, against 44.4 last year and 46.1 the ten-year average.

Corn—Stocks of old corn on farms Nov. 1 estimated at 178,687,000 bus. (5.3 per cent of 1921 crop), compared with 285,769,000 bus. a year ago and 89,190,000 bus., average of the preceding five years.

every important state except Illinois, with a decrease that runs in sensational figures in Nebraska, Oklahoma and Texas, together with an apparent falling off of 10 per cent or more in Kansas, Missouri, Tennessee and Kentucky. Belated seeding is still going on in part of the southwest, but at a date and under soil conditions that are not suggestive of good results. Severe drought over the whole territory at time of seeding and still unrelieved over most of the area west of the Missouri river is responsible for the decrease and for a late ragged start over the west half of the belt. In Texas, Oklahoma, western Kansas and Nebraska a large percentage of the crop has failed to germinate, but east of the Missouri river rains since seeding give fields a good appearance though growth is below normal.—Snow-Bartlett-Frazier Crop Report.

Chicago, Ill., Nov. 2.—October was unusually dry over the greater part of the country. The region west of the Missouri and extending northwest to the coast and northeast through the Dakotas and part of Minnesota was practically without any rain until the end of the month, and then some rains fell over a portion of the belt. In the greater part of this dry area, the largest in extent for many years, there has been no rain since June and July. The eastern part of the country had relief from the drought during the month. Corn having ripened, the picking was general, but slow progress was made on account of lack of labor. Winter wheat seeding was slow and the seed lay dormant in the western half of the belt. Fall plowing was less than usual, in the Dakotas very little was accomplished, and even disking was attended with difficulties; the big rye area suffered as the wheat area. Our correspondents report the average yield of corn at 27 bus to the acre being under a five and ten year average. On the basis of the government acreage, the estimated yield is 2,791,686,000 bus. In the corn estimates, both preliminary and final, the government includes all corn that was gathered with the grain for fodder, the acreage hogged down or grazed, and that which was used for silos; it applies the average of the state to the total acreage planted. Changes made in the final or December report are largely on revision of initial acreage. The manifold uses of corn justifies this form of computation, as it is difficult to separate the relative value of the various harvesting methods. The reserves reported at the year end and in March, likewise are computed on the total estimate, so that even the approximate estimates are out of line with the actual grain produced or carried over. The estimated crop is 289,000,000 under last year's final and 441,000,000 under last year's preliminary, the heavy decrease in the final being due to readjustment of acreage to the Census Bureau's report of 1919. Reserves of old corn are reported at 185,355,000 bus. or 6 per cent of the crop; a year ago the reserves were 279,096,000 or 8.7 per cent. The total corn available this year is 2,977,686,000 bus., or 382,427,000 less than

available for the last season, a percentage loss of 11½. The quality of the corn is good, being reported at 88.5, comparing with a five-year average of 85, and a ten-year average of 83, and is 4.5 better than last year's large crop. We made our usual preliminary inquiry on the probable winter wheat acreage, and the reports indicate a loss of 4,500,000 acres or 10 per cent of the area seeded last fall, as ascertained in the December statement. On account of the drought we surveyed the soil conditions, the average showing being a poor one. The eastern section is in fine condition, the western end of the belt being bad. Many correspondents report that a great deal of wheat came up early, but the continued drought dried it up. Conditions are worse than last season when a much less acreage was in the dry. Rains over part of the west will help the new acreage, and later rains and winter snows would bring out a lot of the grain which has not sprouted. At the present time the outlook is not favorable, and final acreage is likely to be the smallest in some years.—P. S. Goodman, Clement, Curtis & Co.

IOWA.

Clearfield, Ia., Nov. 7.—Corn in this vicinity is good and about half gathered.—M. M. Jenkins.

Boyden, Ia., Nov. 3.—The new corn is of good quality and good average yield per acre.—Rud. Henning, Farmers Co-op. Ass'n.

KANSAS.

Pretty Prairie, Kan., Oct. 27.—The crops here are much in need of rain, and not over one-half of it is up. Only 80% of a crop sowed this year. Prospects for a crop next year are very poor.—E. B. Schmitt.

Woodston, Kan., Nov. 6.—Had a nice shower here on the 4th, the first in some time. I think it will bring up the wheat, though some of the early sowing has been eaten by worms and some has already sprouted and died. Corn is a very poor crop here this year.—Woodston Grain Co.

MISSOURI.

Montgomery, Mo., Nov. 8.—Not much corn here and it is chaffy. Wheat looks good, with 90% acreage.—Producers Grain Co., No. 31.

NEBRASKA.

Rockford, Neb., Oct. 24.—We had a one-half inch rain here but it helped the wheat very little as it is very poor. Most farmers are re-planting from 5 to 10 acres due to grasshoppers. Corn shucking is under way and is averaging from 15 to 30 bus. per acre, but light and chaffy.—A. L. Burroughs.

NEW MEXICO.

Springer, N. M., Oct. 23.—We have some crops but they are the lightest in history.—Florsheim Merc. Co.

OHIO.

Middle Point, O., Nov. 4.—We have a fine crop of well matured corn and of excellent quality at all three sections where we are buying.—H. G. Pollock.

Daily Closing Prices.

The daily closing prices for wheat, corn, oats, rye and barley for December delivery at the following markets for the past two weeks have been as follows:

| DECEMBER WHEAT. | | | | | | | | | | | | |
|----------------------|----------|----------|----------|----------|----------|----------|---------|---------|---------|---------|---------|---------|
| | Oct. 25. | Oct. 26. | Oct. 27. | Oct. 28. | Oct. 30. | Oct. 31. | Nov. 1. | Nov. 2. | Nov. 3. | Nov. 4. | Nov. 5. | Nov. 6. |
| Chicago | 111½ | 111½ | 114½ | 114½ | 115½ | 114 | 116½ | 116½ | 115½ | 115½ | 116½ | 115½ |
| *Toledo | 121½ | 122 | 124½ | 124½ | 125½ | 124½ | 108½ | 108½ | 108 | 108½ | 109½ | 108½ |
| Kansas City | 105 | 105½ | 107½ | 107½ | 107½ | 106½ | 108½ | 108½ | 108 | 108½ | 109½ | 108½ |
| St. Louis | 111½ | 111½ | 114½ | 114 | 114½ | 113½ | 115½ | 115½ | 114½ | 115 | 115½ | 115½ |
| Minneapolis | 108½ | 108½ | 110½ | 109½ | 109½ | 108½ | 110½ | 111 | 112½ | 111½ | 113½ | 112½ |
| Duluth (durum) | 87½ | 87½ | 90 | 91 | 91½ | 91 | 92½ | 92½ | 92½ | 92½ | 93½ | 93½ |
| Winnipeg | 97½ | 98½ | 100 | 99½ | 99½ | 98½ | 99½ | 100 | 99½ | 99½ | 100½ | 99½ |
| Milwaukee | 111½ | 111½ | 114½ | 114½ | 115½ | 114 | 116½ | 116½ | 115½ | 115½ | 116½ | 115½ |
| DECEMBER CORN. | | | | | | | | | | | | |
| Chicago | 66½ | 66½ | 68 | 67 | 67 | 66½ | 68½ | 68½ | 68 | 68½ | 69½ | 69½ |
| Kansas City | 62½ | 63½ | 64½ | 64½ | 63½ | 62½ | 64½ | 66 | 66½ | 65½ | 66½ | 66½ |
| St. Louis | 66½ | 66½ | 67½ | 67 | 66½ | 65½ | 67½ | 67½ | 68 | 68½ | 68½ | 68½ |
| Milwaukee | 66½ | 66½ | 67½ | 67 | 67 | 66½ | 68 | 68½ | 68 | 68½ | 69 | 69½ |
| DECEMBER OATS. | | | | | | | | | | | | |
| Chicago | 40½ | 41½ | 42 | 41½ | 41½ | 41½ | 42½ | 42½ | 42½ | 42½ | 42½ | 42½ |
| Kansas City | 40½ | 41½ | 42 | 42 | 41½ | 41 | 42½ | 42½ | 42½ | 42 | 41½ | 42½ |
| St. Louis | 42 | 42 | 43 | 43 | 43 | 43 | 43 | 43½ | 44 | 44 | 44 | 44 |
| Minneapolis | 33 | 33½ | 33½ | 33½ | 33½ | 33½ | 34 | 34½ | 34 | 33½ | 34½ | 34½ |
| Winnipeg | 39½ | 39½ | 40 | 39½ | 39½ | 39½ | 40 | 40½ | 40 | 39½ | 40 | 39½ |
| Milwaukee | 40½ | 41½ | 42 | 41½ | 41½ | 41½ | 42½ | 42½ | 42½ | 42½ | 42½ | 42½ |
| DECEMBER RYE. | | | | | | | | | | | | |
| Chicago | 78½ | 79½ | 80½ | 80½ | 82½ | 81½ | 83½ | 84½ | 83½ | 83½ | 84½ | 84½ |
| Minneapolis | 69 | 69½ | 70½ | 70½ | 70½ | 70½ | 72½ | 73½ | 73½ | 73½ | 75½ | 75½ |
| Duluth | 70½ | 70½ | 71½ | 71½ | 72 | 71½ | 73½ | 75 | 74½ | 74½ | 76½ | 76½ |
| Winnipeg | 70½ | 71½ | 72½ | 71½ | 71½ | 71½ | 73 | 74½ | 75 | 75½ | 77½ | 77½ |
| DECEMBER BARLEY. | | | | | | | | | | | | |
| Chicago | 65 | 64½ | 64½ | 64½ | 65 | 66 | 67 | 67 | 67 | 68 | 68 | 68 |
| Minneapolis | 51½ | 52 | 52½ | 52 | 52½ | 52½ | 54½ | 54½ | 54½ | 54½ | 54½ | 54½ |
| Winnipeg | 51½ | 51 | 52½ | 51½ | 51½ | 51½ | 52 | 52½ | 52½ | 52½ | 52½ | 52½ |

*Future trading discontinued Nov. 1.

WASHINGTON.

Ralston, Wash., Nov. 6.—Lack of rainfall and short crops has caused equipment for grain handling to stand idle.—Seattle Grain Co.

WISCONSIN.

Withee, Wis., Nov. 3.—Oats, barley and rye had a good crop this year.—John Christensen.

Grain Movement

Reports on the movement of grain from farm to country elevator and movement from interior points are always welcome.

Morocco, Ind., Oct. 26.—New corn of good quality is coming to market.—Farmers Grain Co.

Boyden, Ia., Nov. 3.—The old corn is practically all shipped out and corn picking is well under way with a few farmers finished.—Rud. Henning, Farmers Co-op. Ass'n.

Sioux City, Ia., Nov. 1.—Receipts of grain in carloads at this market for the month of October, 1921. Shipments are 820 cars, compared with 842 in October, 1921.

Pretty Prairie, Kan., Oct. 27.—The elevators here average about 2 cars each per month, and elevators have been full since August. Very little doing in grain business due to car shortage. About 50% of the crop is in farmers' hands.—E. B. Schmitt.

Owosso, Mich., Nov. 6.—Business is good, considering the car situation. The demand for all grain and beans is good and if the hay business would pick up, everything would be fine.—The Albert Todd Co.

Minneapolis, Minn., Oct. 31.—At present not only is there no wheat coming in from outside territory, but wheat is being shipped from Montana to the Pacific coast, as well as to Omaha and other southwestern points. It is very reasonable to suppose at the present comparative prices that shipping demand for spring wheat will be greater than last year and that mills will be able to do considerable more flour business.

ness. For the first 82 days of this crop year, mills have ground an average of half a million bu. per day and 100,000 bus. per day have been shipped outside four northwestern states. City and country mills have turned out to date this crop year about 9,100,000 bbls. of flour and to produce an average output of 32,000,000 bbls. they would have yet to grind 22,900,000 bus., requiring about 103,000,000 bus. wheat, and as they have already ground 41,000,000 bus. their year's requirements would be about 144,000,000 bus., but as there was only available 116,000,000 bus. spring wheat Aug. 1st, 1922, it would seem that they would have to bring in about 28,000,000 bus. from outside the four northwestern states to produce 32,000,000 bbls. for the crop year, and as much more as shipping requirements demanded. Will mills succeed in making an average output of 32,000,000 bbls. of flour, and if so, where will they bring the necessary wheat from, and how much premium over other markets will Minneapolis market have to go to attract this wheat?—Quinn-Shepherdson Co.

Montgomery, Mo., Nov. 8.—Wheat is moving freely and car situation is good.—Producers Grain Co., No. 31.

Rockford, Neb., Oct. 24.—Cars are scarce, lots of wheat to move but not room at elevators.—A. L. Burroughs.

Altamont, S. D., Nov. 4.—We have been very well supplied with cars this fall, considering the car shortage.—Grange Elevator & Supply Co.

Rye Movement in October.

Receipts and shipments of rye at the various markets during October, compared with October, 1921, were as follows:

| | Receipts | | Shipments | |
|--------------|-----------|---------|-----------|---------|
| | 1922 | 1921 | 1922 | 1921 |
| Baltimore | 1,409,395 | 605,282 | 1,120,130 | 406,737 |
| Chicago | 410,000 | 107,000 | 268,000 | 170,000 |
| Cincinnati | 37,200 | 22,800 | 3,600 | 9,600 |
| Duluth | 4,521,442 | 666,252 | 343,685 | 471,892 |
| Ft. William | 2,124,454 | 785,754 | 1,383,443 | 421,725 |
| Indianapolis | 67,000 | 23,800 | 35,000 | 18,200 |
| Kansas City | 15 | 47 | | |
| Los Angeles | | | | |
| cars | 4 | 3 | | |
| Milwaukee | 326,865 | 109,810 | 186,590 | 61,800 |
| Minneapolis | 1,847,430 | 868,250 | 668,810 | 73,000 |
| New York | 1,357,000 | | 1,171,000 | |
| Omaha | 250,600 | 235,200 | 138,600 | 91,000 |
| Peoria | 25,200 | 3,200 | 31,150 | 1,200 |
| Philadelphia | 106,188 | 261,957 | 160,278 | 249,828 |
| St. Joseph | 37,500 | 6,000 | | 6,000 |
| St. Louis | 82,500 | 73,700 | 14,460 | 41,580 |
| Wichita | | 1,200 | | 1,200 |
| Winnipeg | 2,105,025 | | | |

Wheat Movement in October.

Receipts and shipments of wheat at the various markets during October, compared with October, 1921, were as follows:

| | Receipts | | Shipments | |
|---------------|------------|------------|------------|------------|
| | 1922 | 1921 | 1922 | 1921 |
| Baltimore | 1,003,377 | 1,320,394 | 1,739,457 | 1,638,187 |
| Chicago | 3,900,000 | 1,956,000 | 2,640,000 | 1,836,000 |
| Cincinnati | 338,400 | 432,500 | 284,400 | 287,200 |
| Duluth | 9,521,538 | 9,725,326 | 9,556,515 | 7,671,348 |
| Ft. William | 65,119,880 | 46,163,222 | 52,699,691 | 33,710,457 |
| Galveston | | | 1,531,000 | 2,276,378 |
| Indianapolis | 398,000 | 205,400 | 246,000 | 110,500 |
| Kansas City | | | | |
| cars | 5,246 | 5,330 | | |
| Los Angeles | | | | |
| cars | 313 | 227 | | |
| Milwaukee | 417,200 | 513,000 | 197,785 | 354,072 |
| Minneapolis | 16,719,550 | 18,019,510 | 5,170,950 | 5,841,070 |
| New Orleans | | | 2,914,596 | 2,305,740 |
| New York | 4,434,000 | | 2,847,000 | |
| Omaha | 2,905,000 | 2,161,000 | 1,906,800 | 2,934,400 |
| Peoria | 335,650 | 91,490 | 379,000 | 72,000 |
| Port Arthur | | | 796,000 | |
| Philadelphia | 4,919,302 | 4,099,734 | 3,391,569 | 3,072,265 |
| St. Joseph | 1,820,000 | 1,435,000 | 644,000 | 765,800 |
| St. Louis | 3,945,836 | 3,510,165 | 2,909,580 | 3,522,540 |
| San Francisco | | | | |
| tons | 4,460 | 3,934 | | |
| Texas City | | | 665,200 | |
| Wichita | 1,281,600 | 1,759,200 | 640,800 | 975,000 |
| Winnipeg | 69,931,200 | | | |

Corn Movement in October.

Receipts and shipments of corn at the various markets during October, compared with October, 1921, were as follows:

| | Receipts | | Shipments | |
|---------------|------------|------------|------------|------------|
| | 1922 | 1921 | 1922 | 1921 |
| Baltimore | 1,870,518 | 508,845 | 965,304 | 77,142 |
| Chicago | 17,820,000 | 21,290,000 | 13,234,000 | 12,943,000 |
| Cincinnati | 382,800 | 301,200 | 212,400 | 146,400 |
| Duluth | 348,296 | 1,211,758 | 225,032 | 1,046,437 |
| Ft. William | 3,139 | 102,195 | 1,570 | 70,591 |
| Indianapolis | 2,468,000 | 1,472,800 | 882,000 | 614,600 |
| Kansas City | | | | |
| cars | 527 | 743 | | |
| Los Angeles | | | | |
| cars | 90 | 192 | | |
| Milwaukee | 1,740,520 | 2,890,200 | 1,820,935 | 2,139,200 |
| Minneapolis | 490,890 | 1,088,780 | 218,480 | 469,820 |
| New Orleans | | | 2,851,016 | 875,377 |
| New York | 2,308,000 | | 1,318,000 | |
| Omaha | 2,035,200 | 1,282,400 | 1,289,400 | 1,450,400 |
| Peoria | 2,767,670 | 1,708,735 | 2,285,700 | 908,000 |
| Philadelphia | 1,472,275 | 324,604 | 1,025,890 | 410,959 |
| St. Joseph | 661,000 | 697,500 | 436,500 | 525,000 |
| St. Louis | 2,524,600 | 2,369,094 | 1,949,550 | 1,940,140 |
| San Francisco | | | | |
| tons | 349 | 1,869 | | |
| Wichita | 158,400 | 21,600 | 85,000 | 15,000 |

Oats Movement in October.

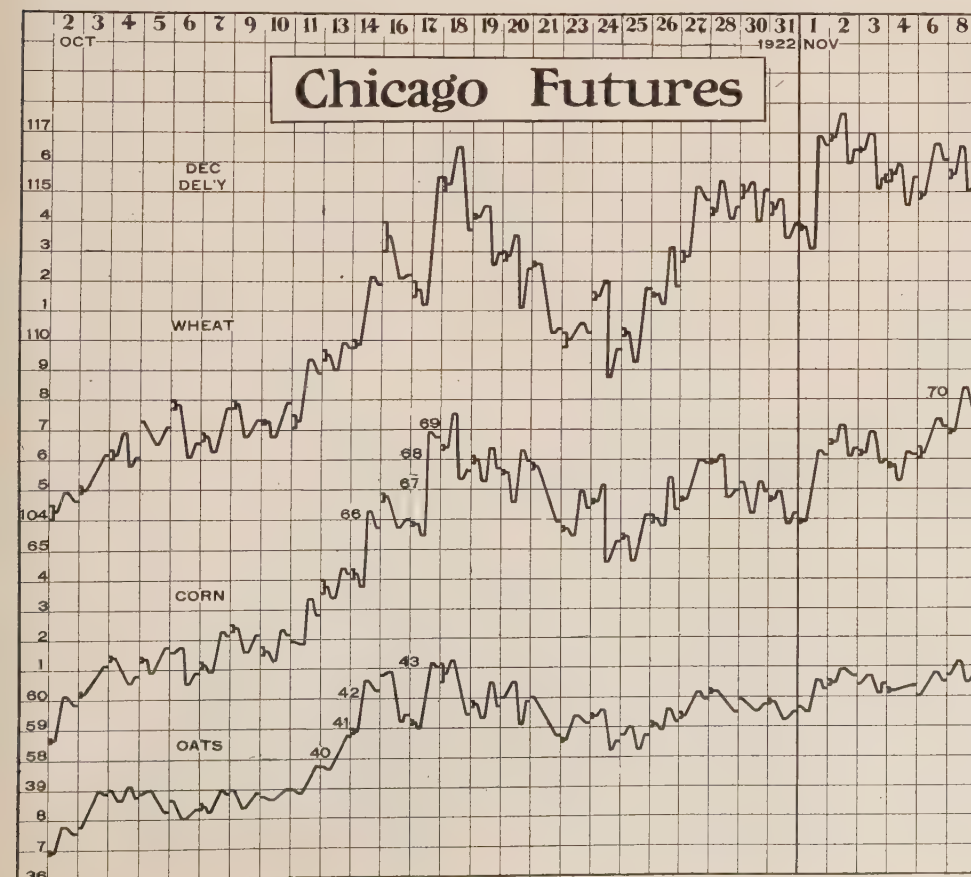
Receipts and shipments of oats at the various markets during October, compared with October, 1921, were as follows:

| | Receipts | | Shipments | |
|---------------|-----------|-----------|-----------|-----------|
| | 1922 | 1921 | 1922 | 1921 |
| Baltimore | 492,152 | 52,727 | 245,000 | |
| Chicago | 9,235,000 | 5,763,000 | 4,945,000 | 3,859,000 |
| Cincinnati | 282,000 | 286,000 | 190,000 | 144,000 |
| Duluth | 167,816 | 393,010 | 130,603 | 295,899 |
| Ft. William | 4,537,450 | 4,060,589 | 2,763,301 | 1,417,615 |
| Indianapolis | 1,028,000 | 1,364,000 | 762,000 | 854,000 |
| Kansas City | | | | |
| cars | 459 | 365 | | |
| Los Angeles | | | | |
| cars | 80 | 44 | | |
| Milwaukee | 2,299,545 | 2,633,190 | 1,720,995 | 1,874,495 |
| Minneapolis | 3,376,870 | 4,695,940 | 4,661,850 | 1,965,230 |
| New Orleans | | | 48,735 | 107,010 |
| New York | 2,960,000 | | 1,776,000 | |
| Omaha | 1,340,000 | 886,000 | 1,068,000 | 750,000 |
| Peoria | 1,797,950 | 1,247,565 | 1,554,650 | 1,092,400 |
| Philadelphia | 771,188 | 243,507 | 360,000 | |
| St. Joseph | 140,000 | 84,000 | 28,000 | 54,000 |
| St. Louis | 2,820,000 | 2,477,225 | 2,001,190 | 1,921,710 |
| San Francisco | | | | |
| tons | 1,763 | 1,578 | | |
| Wichita | 18,000 | 9,000 | 15,000 | 7,000 |
| Winnipeg | 7,588,000 | | | |

Barley Movement in October.

Receipts and shipments of barley at the various markets during October, compared with October, 1921, were as follows:

| | Receipts | | Shipments | |
|---------------|-----------|-----------|-----------|-----------|
| | 1922 | 1921 | 1922 | 1921 |
| Baltimore | 154,314 | 79,281 | 149,764 | 41,151 |
| Chicago | 1,017,000 | 566,000 | 346,000 | 311,000 |
| Cincinnati | 6,500 | | | |
| Duluth | 754,053 | 1,414,409 | 2,835,909 | 1,711,842 |
| Ft. William | 4,098,315 | 1,745,691 | 2,383,119 | 1,189,518 |
| Kansas City | 18 | 58 | | |
| Los Angeles | | | | |
| cars | 201 | 94 | | |
| Milwaukee | 1,123,380 | 1,067,595 | 349,990 | 255,000 |
| Minneapolis | 1,506,010 | 1,311,170 | 1,142,100 | 988,660 |
| New York | 1,901,600 | | 392,000 | |
| Omaha | 88,000 | 160,000 | 30,400 | 128,000 |
| Peoria | 79,400 | 46,200 | 54,600 | 28,000 |
| St. Joseph | 12,250 | 19,250 | | |
| St. Louis | 81,600 | 124,800 | 41,480 | 29,120 |
| San Francisco | | | | |
| tons | 74,611 | 51,730 | | |
| Wichita | 2,400 | 1,200 | 2,400 | 1,200 |
| Winnipeg | 4,113,200 | | | |



Petitions for Restraint of Future Trading Act

Enforcement of Grain Futures Act Restrained.

Justice Carpenter in the United States District Court for the Northern District of Illinois on Oct. 30 issued an order temporarily restraining the Department of Agriculture from enforcing the Capper-Tincher Act, and set Nov. 13 as the date for a hearing on the petition.

In his petition to the court Henry S. Robbins, counsel for the Board of Trade, and of the firm Robbins, Townley & Wild, solicitors for complainant, said, in part:

PETITION OF BOARD OF TRADE.

The Grain Futures Act violates the Constitution of the United States in the following, as well as in other, respects:

It violates Section 8 of Article I, and the 10th Amendment, of the Constitution, in that it seeks to regulate commerce which is not interstate, but purely intra-state in character, and which is not in any respect a burden upon, or an obstruction to, interstate commerce.

It violates the 10th Amendment to the said Constitution in that it interferes with the exclusive right of the states to provide for, and regulate, the maintenance of grain exchanges within their borders for the making of contracts for future delivery of grain, which are wholly intrastate transactions.

It seeks to deprive said Exchange and its members of their property without due process of law in violation of the 5th Amendment to the Constitution, in that by compelling the admission to membership in said Exchange of representatives of co-operative ass'n's of producers, it deprives such Exchange and its members of their exclusive right to use their private property, and thereby it will impair the value of said property and all memberships in said Exchange.

It violates the 5th Amendment to said Constitution in that it attempts, by forcing representatives of farmers' co-operative ass'n's into membership of said Exchange, to take the private property of said Exchange and its members for public use without just compensation therefor.

It violates Section 1 of Article III of the Constitution and the 5th Amendment thereto, in that it seeks to deprive members of said Exchange of their liberty without due process of law, in that it makes the violation of any of the provisions of said Act, and any attempt to manipulate the market price of grain, crimes, and constitutes the Sec'y of Agriculture, the Sec'y of Commerce, and the Attorney General, a Commission for the trial of such persons as shall be accused of such crimes, with power, as a punishment therefor, to deprive such offenders of their right to thereafter pursue a lawful vocation; whereas such criminal laws are, under the Constitution, enforceable only in courts created by law and presided over by judges holding office during good behavior.

It violates Section 2 of Article III of the Constitution and the 6th Amendment thereto, in that it creates a crime and provides for a criminal prosecution therefor without according to the accused the right of trial by jury, and the right to be confronted with the witnesses against him.

It violates the 4th and 5th Amendments to the Constitution in that it authorizes unreasonable searches by the Secretary of Agriculture respecting books and papers, which do not relate to any transaction within the commerce power of Congress, and authorizes the inspection by him of books and papers in order to enable him to secure evidence to be thereafter used by him in criminal proceedings under said Grain Futures Act, against the owners of such books and papers.

It violates the 5th Amendment to the Constitution in that it seeks to compel such members and their customers to furnish evidence which may be used in a criminal case against them.

Section 4 of said Act, in so far as it seeks to restrict the use of the mails, is not within the power conferred on Congress to establish post offices and post roads.

Section 4 of said Act, in so far as it seeks to prohibit the transmission by telegraph, etc., from one state to another of offers, orders, confirmations, etc., relating to the making of contracts for future delivery of grain upon your orators' Exchange is not within the commerce power of Congress, and it also violates Section 2 of Article IV of said Constitution.

Would Deny Individual Right to Trade.

The Sec'y of Agriculture has announced that he will not designate any exchange as a contract market under said Grain Futures Act, and will not permit any exchange to continue as a contract market thereunder, unless such exchange shall adopt, maintain and enforce against its members the following rules:

"Any member who, under sub-clause (b) of

Section 6 of said Grain Futures Act, shall be deprived of the privilege of trading in contract markets, shall be suspended from all privileges of trading on the exchange of this Association for such period as may be specified in the order of the Secretary of Agriculture against such member.

Any member who shall accept, or execute, an order from any person who shall have been deprived of the privilege of trading in contract markets, shall be suspended from all privileges of membership in this Association for such time as the Directors, in their discretion, shall determine."

Would Enforce Admission of Rebaters.—Said Sec'y of Agriculture also announces that he will enforce, as far as it is incumbent upon him to do so, all the provisions of said Grain Futures Act, and that, if any exchange shall refuse to admit to membership any representative of any co-operative ass'n of producers under the terms prescribed by subclause (e) of Section 5 of said Act, he will not designate such exchange as a contract market so long as it refuses to comply with said section, and that, if any exchange, which shall have been theretofore designated by him as a contract market, shall thereafter refuse to admit to membership such representatives in compliance with said clause, he will cause the designation of such exchange as a contract market to be terminated.

Threat of Criminal Prosecutions Will Disturb Grain Markets.—Said threatened action by said District Attorney and said Sec'y of Agriculture will—unless enjoined by this court—subject the members of such Exchange and their customers to many criminal prosecutions and to the payment of many accumulated penalties, and that through fear of such prosecutions many members of said Exchange and their customers will be deterred from making contracts for future delivery upon said Exchange, and that thereby a serious disturbance of the grain markets of the country will ensue and many owners of grain will be deprived of the privilege of insuring themselves against price fluctuations through "hedging" contracts on such Exchange, and that thereby irreparable loss will be caused to your orators, the many members of said Exchange, and many others.

Supported by Assessments.—Yearly since 1859 said Exchange has levied an assessment upon all its members more than sufficient, with the moneys received from its other incidental sources of revenue, to meet all its ordinary expenses, and said Exchange now raises each year by assessments upon its members as aforesaid, more than \$240,000 for the purpose of maintaining itself and said building.

That as its main source of revenue is, and always has been, the annual dues paid by its members, it is incumbent upon the said Exchange to make it profitable for persons to become and remain members and pay such yearly assessments; and that, in order to render its disciplinary power over its members sufficiently effective to maintain a high character for business probity among its members, it is also necessary for said Exchange, not only to make it profitable for members to remain such, but also to give a substantial salable value to such memberships; and that said Exchange seeks to accomplish, and accomplishes, this by

- (1) Limiting the number of its members as aforesaid;
- (2) providing that only members may make transactions in its exchange room;
- (3) prescribing, and compelling all its members to conform to, certain fixed reasonable minimum rates of commission, which members, when acting as agents, must charge their principals for making transactions in said exchange hall;

and that for this purpose said Exchange has for many years maintained (as do all commercial exchanges), and still maintains and enforces, a rule prescribing the minimum rates of commission (which are reasonable) as respects each of the different kinds of transactions, which each member is required to charge, whenever acting for a principal in any transaction in said exchange hall.

Patronage Dividends.—In recent years there have been organized in most of the grain-producing states many so-called farmers' co-operative societies, ass'n's or corporations, and farmers' co-operative elevator companies, with the avowed purpose of enabling such farmers as should become members thereof to market their crops at actual cost, and, if possible, to market their crops thru the exchanges at actual cost, and without paying the commissions charged by members of such exchange, the method contemplated to attain this being to make one of the salaried officers of said co-operative organization a member of the exchange, and through him to sell all the grain produced by members of the co-operative association—he temporarily charging the prescribed commissions—and ultimately rebating back to the members of such organization the aggregate of such commissions (after paying his salary and incidental expense)

on the basis of the number of bushels of grain each producer has sold through said organization—such rebates being popularly called "Patronage dividends."

Heretofore members of said co-operative associations have sought (without, however, formal applications) to become members of said Exchange, but said Exchange has refused to admit any such persons to membership, for the reason that the avowed purpose of such applicants has been to rebate back to the members of their organization the aggregate amount of their commissions, less their salary and expenses, and that this would violate and break down said commission rule of said Exchange, and would ultimately destroy the business of such of its members, as consists in the receiving of grain by consignment for sale on commission—the ultimate effect of which would be to much impair, if not destroy, the value of the memberships of said Exchange, and make it difficult for said Exchange to maintain sufficient members who would be willing to pay assessments to meet the expenses of maintaining its said Exchange.

Character of Trading.—A large part of the total volume of trading for future delivery in the exchange room of said Exchange above described consists of contracts made by grain merchants, millers and others, who make such contracts only for the purpose of insuring themselves against price fluctuations respecting other like grain owned by them for the purpose of merchandising or shipping to other consuming markets or to manufacture into flour, and that in most cases such contracts for future delivery are fulfilled, not by the delivery of the grain but by the making of counter-contracts to offset against the ones originally made; that another large part of the volume of said future trading in said exchange hall consists of contracts made by or for so-called speculators, being persons who have capital and make a study of trade conditions affecting prices and endeavor to forecast the future prices of grain and to profit thereby through the making of said contracts for future delivery.

No Member Convicted of Cornering.—While in former times, when there were only a few participants in said future trading, who had large capital and credit, so-called "corners" in grain did occur at rare intervals, said Exchange has for many years maintained and enforced rules (which are set out in this bill) to prevent the running of such corners; and that by reason of such rules and their enforcement—and perhaps the Sherman Anti-Trust Act—no corners have for the last fifteen years occurred in the future trading in grain on said Exchange, or said other boards of trade; and no member of said Exchange, or of any of said other boards of trade, has ever been indicted or convicted under any of the statutes, state or federal, which prohibit the running of "corners."

PRICES NOT CONTROLLED BY MANIPULATION.

Such future trading on this and said other boards of trade has never been successfully resorted to by anyone for the purpose of manipulating or controlling, and thereby depressing, the prices of grain, and that selling for future delivery on said Exchange does not result in, nor have the effect of, causing the prices of grain to be abnormally depressed, or to be other than such as result from the unrestricted operation of the natural law of supply and demand.

Neither said transactions for future delivery nor the prices therein are susceptible to speculation, manipulation or control by any persons; and that sudden or unreasonable fluctuations of prices of grain do not frequently occur as a result of speculation or manipulation or control of prices, or transactions in said future trading on such exchanges; nor are such fluctuations as do occur in the prices in such future trading detrimental to the producer or the consumer or the persons handling grain or the products or by-products thereof in interstate commerce. That, on the contrary, such future trading has materially stabilized the prices of grain and caused the fluctuations in grain prices to become less sudden and less violent than they were before such future trading became a practice on such exchanges; and that neither such future trading nor such fluctuations in prices of grain as do occur therein are an obstruction to or burden upon interstate commerce in grain or in the products and by-products thereof.

Speculation a Stabilizer.—On the contrary the purchase and sale of grain for future delivery upon said Exchange and said other boards of trade is a distinct benefit to all producers and consumers, and to persons engaged in commerce in grain, in that it enables owners of grain to protect themselves against price fluctuations by the making of "hedging" contracts upon such exchanges; and that, before said owners were able to so "hedge," the grain buyers' profits in moving the grain from the farmers to the foreign markets was from five to eight cents a bushel, which by the elimination of such risk has been reduced to not to exceed two cents a bushel.

The prices of "cash" grain do not follow, or relatively conform to, the prices of like grains in the contracts for future delivery made on said Exchange or said other boards of trade; but on the contrary the prices of "cash" are always different from said prices in future trad-

ing, and the former prices are at times higher than the latter prices.

NO PROOF THAT FUTURE TRADING IS A BURDEN ON INTERSTATE COMMERCE.

Prior to the passage of said Future Trading Act and said Grain Futures Act the Committees on Agriculture of Congress (to whom bills for said Acts were referred) did afford to some who favored or opposed the passage of said bills limited opportunities to be heard, but that all of said persons were interested parties and none of them were sworn as witnesses, and no evidence of witnesses under oath was heard by either of said Committees to ascertain whether such future trading or any feature thereof was an obstruction to, or a burden upon, interstate commerce in grain; and that, on the contrary, said statements made before said Committees did not show that the transactions and prices of grain in the future trading on this Exchange, or said other boards of trade, are susceptible to speculation, manipulation or control, nor that sudden or unreasonable fluctuations in prices of grain frequently occur as a result of such speculation, manipulation or control, which are detrimental to the producers or consumers, or to any other persons; but said statements showed that such fluctuations in said prices as do occur are not, and never have been, an obstruction to, or burden upon, interstate commerce in grain or the products or by-products thereof.

A REQUEST that the federal government refuse to recognize the wheat grades known as "fancy" in the Northwest has been made by the Commissioner of Agriculture of Montana. The "fancy" grade commands a better price than the best federal grades.

THE HON. J. A. Robb, minister of trade and commerce at Montreal, has been requested by the Corn Exchange to use his efforts with the government to have an order passed lifting for the latter part of the season the regulation which demands that United States vessels loading from Canadian ports cannot proceed directly to other Canadian ports to unload but must first touch a United States port. It is claimed this rule works hardship on the grain vessels at the close of the year when cold weather is approaching.

Storage Annex to Elevator "B" Galveston.

The Galveston Wharf Co., Galveston, Texas, has just completed an addition to its Elevator "B" increasing the storage capacity approximately 1,400,000 bus. The capacity of the working house is 600,000 bus.; the capacity of Elevator "A" is 1,600,000 bus., making a total storage capacity of 3,600,000 bus.

The new storage annex consists of thirty reinforced concrete bins 23' 3" inside diameter, by 100' high, forming twenty interstice bins, making a total of fifty additional bins. The entire new structure rests on 2500 fourteen inch wood piles, forty to fifty feet long.

The new storage bins are located fifty feet north of Elevator "B" and are connected to the elevator boots of the shipping legs with three 30" belt conveyors, each having a capacity of 10,000 bushels per hour. These belt conveyors are carried through reinforced concrete, waterproof tunnels under three tracks which pass between the buildings. Over the new storage bins run three 30" belt conveyors which convey grain from receiving scales and transfer belt conveyor in the working house of Elevator "B" to the bins of the storage annex. These belt conveyors are driven by 25 H.P. motors connected to the head shaft of belt conveyors with silent chain drives enclosed in dust tight cases.

A new 42" transfer belt conveyor was installed in Elevator "B" located immediately under the receiving and shipping scales and provided with reversible tripper, making it possible to connect all three of the shipping legs with shipping bins, which discharge onto two 36" shipping belts which discharge direct to vessels; also from the four receiving scales to any one of the three 30" conveyor belts going to the new storage bins.

All of the fifty bins in the new structure are equipped with Zeleny Thermo-Couples spaced five feet apart. The reading instru-

ment and switch board are located in the headhouse over the storage tanks. The switch board is provided with contact pins properly marked and when the switch lever is placed in contact with any one of the pins the reading instrument at once indicates the exact temperature of the known distant point to which the contact pin is connected.

The headhouse over the storage tanks is constructed entirely of reinforced concrete, the roof being of beam and slab construction; outside walls enclosed with metal sash held in place by means of steel angles attached to sides and top of concrete openings.

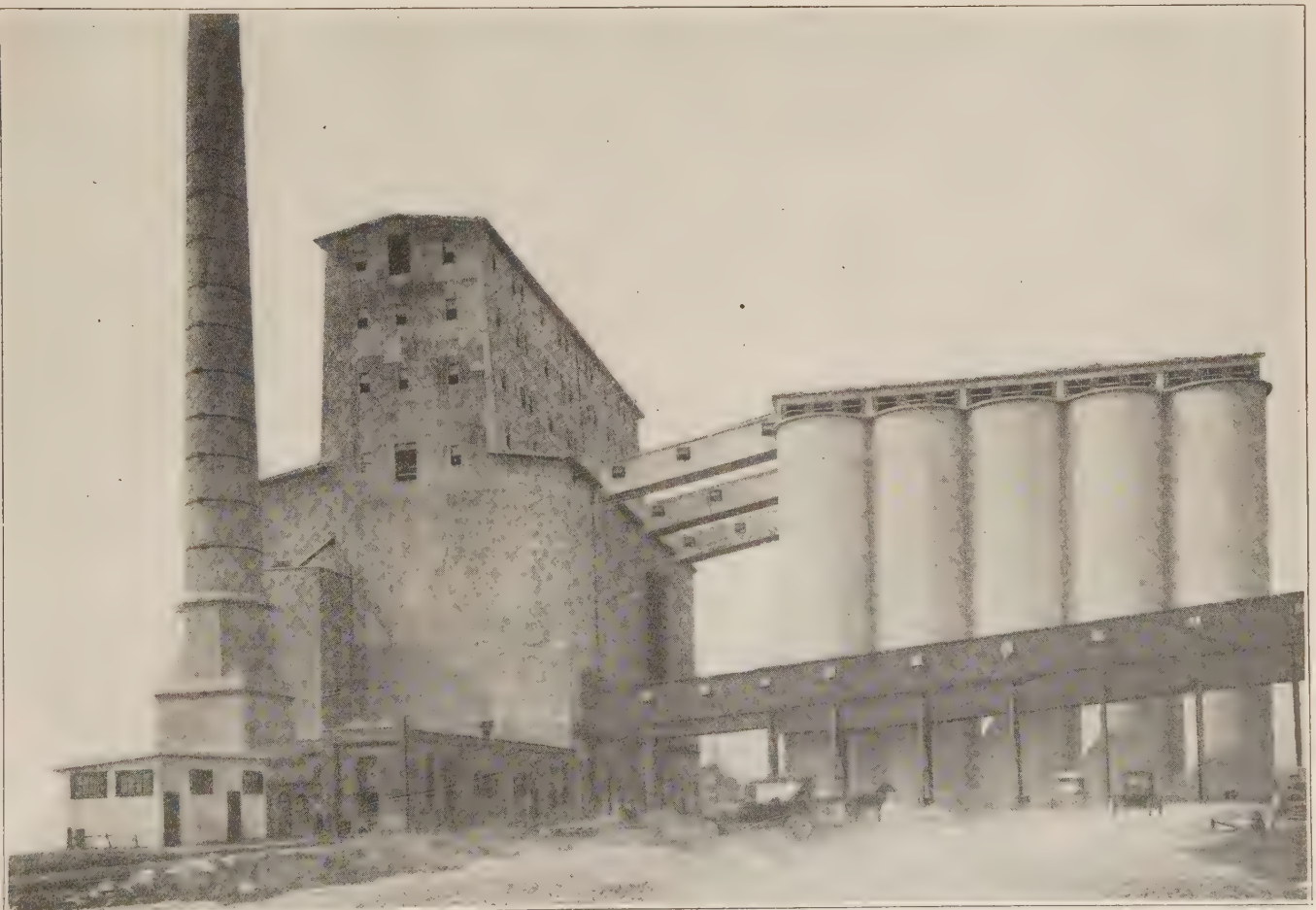
The new addition, as well as the working house of this plant, has complete intercommunicating telephone system; also complete A. D. T. system.

The entire job was designed and built by the Southwestern Engineering Co. Mr. E. P. Williams is general superintendent of the elevators and Mr. R. M. Sias engineer for the Galveston Wharf Co.

The new storage bins will make Galveston more attractive to the grain shippers of the Southwest as their use will make possible the prompter unloading of many cars and thereby reduce the delays and congestions so expensive to shippers in the past.

THE NATIONAL Rivers and Harbor Congress will convene at Washington, Dec. 6 and 7 for its eighteenth annual convention.

ON CHICAGO December contracts seller can deliver No. 4 white corn and No. 4 yellow corn at 4½ cents under contract price; 4 mixed at 5 cents per bushel under contract price. Deliveries of No. 4 corn cannot be made on May contracts. Seller of May corn can deliver No. 1 white corn, No. 2 white, No. 1 yellow and No. 2 yellow at ½ cent premium. No. 1 mixed, No. 2 mixed at contract price. No. 3 white and No. 3 yellow at 2 cents discount and No. 3 mixed at 2½ cents discount.



Galveston Wharf Co.'s Elevator "B" and Fire Proof Storage Annex. Other view given on front cover.

The Interstate Commerce Commission Against Low Ground Rentals

Railroad Company Leasing Site at Less than Rental Value Guilty of Rebating.

The Interstate Commerce Commission on Nov. 6 made public its decision of Oct. 10, 1922, in the matter of leases and grants of property by carriers to shippers.

Owners of warehouses on private land having complained that they were unable to compete in price of storage with warehousemen having their buildings on ground rented from railroad companies for a nominal charge, the Interstate Commerce Commission in 1917 instituted an inquiry on its own motion into the terms upon which leases had been made of warehouse sites at Spokane, Wash., and Fresno, Cal., and of a grain elevator site at New York.

In its decision the Commission reports only on the leases of sites for merchandise warehouses at Spokane, as fairly representing the situation at all other points. In part the Commission said:

The leases very generally provided that the lessee should erect, or continue occupation of, improvements upon the leased sites for purposes specified, and should not permit the premises to be used or occupied for any other purpose without the lessor's consent. The lessee further agreed not to sublet the property or assign the lease without the written approval of the lessor; and to route all or nearly all freight, the routing of which the lessee could control, over lines of the lessor carrier or its connections.

Apparently the carriers' concern as to the character and use of improvements upon the leased land was due to a desire that the lessees should be producers of traffic; and the provision regarding the routing of shipments went but a step further in the same direction. Witnesses for the carriers were, for the most part, frank in conceding that lands in excess of anticipated needs for railroad use were usually acquired at stations with the intent of leasing to persons or corporations requiring direct and expeditious handling of freight to and from their places of business and controlling the movement of a relatively large volume of carload traffic. It is quite evident, not only from the terms of the contracts in evidence but also from the testimony and exhibits of record, that traffic considerations were uppermost and controlling in the minds of railroad employees and officers charged with the leasing of industry sites.

Almost without exception tenants of railroad lands in Spokane whose leases were investigated moved the larger part of their carload shipments over lines of the carriers which were their lessors. It is unquestionably more convenient, and usually more expeditious, for a shipper to receive and forward cars over the line of the carrier which operates the industry or house track that serves his place of business. This was the reason given by most of the lessees for preferring the lessor carrier. Except, however, in so far as the saving of time is a saving of money, it is usually no more expensive for the shipper to receive or forward his carload shipments over competing lines, since the carrier having the line haul ordinarily absorbs the switching charge, and otherwise transportation charges are the same. With the exception of a few shippers who stated that they believed they were morally bound to prefer their lessors in the routing of traffic, the general view, advanced by shippers' and carriers' witnesses alike, was that the routing provision of the leases was a "dead letter," was not intended to be faithfully respected, and was never enforced by the carriers.

Rental Rates.—The practices of the Northern Pacific, the Spokane International, and the Great Northern in the leasing of terminal lands in Spokane differed most noticeably in the bases for determining the rentals paid by the tenants. The Northern Pacific, in effect, agreed with its tenant upon the amount of the rental to be paid and then agreed upon a valuation of the leased premises in an amount which permitted the insertion in the lease of a stipulation that the rental reserved was equivalent to 6 per cent per annum upon the value so fixed. In this company's long-term leases there was usually a provision for a revaluation of the leased land at intervals of 5 or 10 years, this revaluation to be made by mutual agreement or in default thereof by disinterested appraisers. In every instance of record in which such revaluation had been made, the parties had agreed, and usually upon a valuation the same as that for the preceding leasehold term. Almost invariably

the values so fixed by mutual agreement appeared to have been materially below any value which might have been determined by usual methods. The result was that the rental in the lease that the rental was 6 per cent of the value of the property by no means conclusively proved that the rental exacted was adequate when judged by ordinary commercial standards.

The leases made by the Spokane International in all instances reserved an annual rental of \$10, irrespective of size, location, or use of the leased tract. Nearly all of this company's leases, however, had been made for short terms. There was testimony to the effect that it was the policy of the Minneapolis, St. Paul & Sault Ste. Marie, with which the Spokane International has become affiliated, to lease industry sites at a rental equivalent to 5 per cent of the value of the land leased. As aforesaid, we have been informally advised since the hearing that the leases of the Spokane International have been revised and reformed.

The Great Northern at the time of the hearing had quite uniformly leased its industry sites in Spokane for indefinite terms and for an annual rental equivalent to from 3 to 6 per cent of a value of the leased premises which seemed to be somewhat nearer the fair value for commercial purposes than in the case of the Northern Pacific.

Fair Rental Lower than Private Property.—Witnesses for all the carriers asserted that in their best judgment, considering locations, the restrictions in the leases, the surpluses of warehouse sites in Spokane, and other conditions, the rentals reserved were adequate and as high as it was possible to exact if they were to induce shippers to locate and remain upon their terminal lands. It was emphatically stated in defense of the Spokane International's annual \$10 rental that the land which it converted into warehouse sites was formerly unoccupied and unused and that the rental charged was "all it is worth." The witnesses for the Northern Pacific emphasized the hardship upon its tenants in the reconstruction of their buildings to conform to the grade elevation and in the increased expense of operation thus made necessary.

It is claimed that, owing to peculiar provisions in all leases of railway property for industrial uses, the fair rental of such property will not necessarily be the same as the fair rental of similar property leased under other circumstances. There are certain restrictions in leases of railway land which are not to be found in ordinary leases of real property. Thus, the lessor railway company reserves the right, irrespective of the period for which the lease is made, to terminate upon prescribed notice in the event that the land is needed for railroad purposes. Lessees are also required to assume risks of fire and similar risks incident to the operation of locomotives and other railway equipment in the immediate vicinity. They are rigidly restricted with respect to the use of the premises, and in many instances are obligated to construct improvements according to plans and specifications subject to the lessor's approval. On the other hand, their location with respect to freight service is very favorable.

Although the lessees in every lease which was brought to our attention agreed to pay all taxes and assessments, general and special, on the leased premises, the record does not satisfactorily show that in all instances lessees actually paid these charges or reimbursed the railway companies for their payment.

In this proceeding, no shipper or receiver of freight at Spokane complained of the leases made by the railway company or alleged that they were in any way unduly prejudicial to him or unduly preferential of his business competitors. Complaints were made by owners of warehouses in Spokane, who contended that they were unable to lease their properties on advantageous terms because of the competition of the railways in the matter of rental charges. One of these complaints was separately heard in Spokane at the time of the hearing in this investigation. The complainant was not a shipper, and we held that we were without jurisdiction to grant the relief requested. Pittwood v. N. P. Ry. Co., 51 I. C. C. 535. See also Fireproof Storage Co. v. Hines, 261 Fed. 215.

Questions of Law.—The interstate commerce act contains no provision authorizing us to prescribe or regulate the terms or conditions under which carriers may lease their lands to shippers. The authority which we have over such leases is wholly indirect, and comes into being only where the lease results in some violation of the interstate commerce act or other statute which we administer. Such violations may occur when the terms and conditions of the lease are so favorable to the lessee that it is clear that the real consideration for the lease must in part be

found elsewhere, namely, in the freight which he ships over the lines of the lessor carrier. Stated differently, when a carrier permits a shipper to use valuable lands to which the carrier has title, without charge or without reasonably adequate charge, the practical effect is to reduce that shipper's transportation charges, so that there results what amounts to a refunding or remission of some portion of the published rates. Under such circumstances there may be a violation of section 2 of the interstate commerce act, which prohibits the receiving of a greater or less compensation for any service rendered than is received for a like and contemporaneous service in the transportation of a like kind of traffic under substantially similar circumstances and conditions; of section 3, which prohibits undue preference of or undue prejudice to persons or localities or particular descriptions of traffic; of paragraph 7 of section 6, which requires the publication and filing of tariffs and prohibits the receiving of a greater or less compensation for any service rendered than is specified in such tariffs; or of the Elkins Act, as amended, which prohibits both carriers and shippers from giving or receiving rebates, concessions, or discriminations. Penalties are provided for the violation of section 2 and paragraph 7 of section 6 of the interstate commerce act which are enforceable in criminal proceedings, and also for the violation of the Elkins Act.

Conclusions.—We shall go no further in this report than to indicate some of the underlying principles which, in our opinion, should govern carriers in the leasing of lands to shippers and which are illustrated by the evidence which has already been summarized:

1. No justification exists for the leasing of railway lands to industries at a nominal rental charge. In cases where nominal or wholly inadequate rentals are reserved in leases it is evident, and indeed conceded, that traffic considerations are the moving cause so far as the carriers are concerned. Where it clearly appears that the traffic of the lessee is in part the consideration for the lease, the conclusion follows almost inevitably that the transaction amounts to a concession to the shipper-lessee, in violation of the Elkins Act and of sections 2 and 6 of the interstate commerce act.

2. A provision in a lease of railway land whereby a shipper agrees to route over the lines of the lessor carrier or its connections all or any part of the traffic which the shipper is able to route amounts to an acknowledgment that the consideration for the making of the lease was in part the exchange of traffic by the shipper for the right to occupy the land.

3. The determination of the value of leased premises by mutual agreement of the shipper and carrier, and revaluation from time to time by similar agreement, is an arrangement inconclusive of actual values and open to serious abuse.

4. Every effort should be made by carriers to obtain, when leasing land to shippers, terms no less favorable than would be obtained, under similar conditions and restrictions of use, were the land owned independently of the railroad.

The facts disclosed by this investigation strongly support the general conclusion that the above principles have not been sufficiently observed by the carriers, and that their leases of land not used for railroad purposes have often been a medium of unwarranted concessions to shippers. Effective public supervision in this matter is obviously very difficult, but we have reason to believe that this investigation and the publicity attendant upon it have in themselves led to improvements in the practices of carriers. We have in the past referred to the Department of Justice for appropriate proceedings cases which seemed to warrant such action. In this connection, shippers and others who believe that they are subjected to undue prejudice and disadvantage can be of assistance by bringing such situations to our attention.

The proceeding will be discontinued. No order is necessary.—73 I. C. C. 671.

Heavy Dockage Loss by Northwestern Shippers.

Of the 1921 spring wheat crop, approximately 9,500,000 bus. of foreign material such as weed seeds, other grains, and finely cracked wheat were harvested, thrashed, and shipped with the wheat to terminal markets, records of official grain inspectors show.

Inspection statistics for 127,976 carloads received at Minnesota inspection points alone during the crop year ending Aug. 31, 1921, show that 121,485 cars, or 94.9 per cent, contained 1 per cent or more of readily separable foreign material, or dockage; 39,841 cars, or 31 per cent, contained 10 per cent or more of dockage; 234 cars contained 20 per cent or more; 58 cars contained 30 per cent or more; 26 cars contained 40 per cent or more; and 7 cars contained more than 50 per cent of dockage.

Seek Relief from Shipping Congestion Thru Embargo of Canadian Grain.

Would-be grain shippers everywhere, whose inability to get cars has forced them to suspend business will be deeply interested in the efforts of the Milwaukee Chamber of Commerce to induce the I. C. C. to place a temporary embargo on shipments of Canadian grain thru Eastern U. S. ports.

The telegrams of protest present one phase of the car famine which will be new to most grain shippers and that is the embargo of Canadian railroads against shipments of American grain. Notwithstanding this action the Canadian roads are unable to handle all the freight offered. The more car loads of grain they carry to Montreal, the less Canadian grain will seek an outlet thru American ports.

The telegrams of the Milwaukee Chamber of Commerce to the Interstate Commerce Commission merit close reading by every grain dealer suffering from the long congestion of our transportation facilities. They follow:

Asks Embargo Against Shipment of Canadian Grain.

Milwaukee, Wis., Oct. 18, 1922.

Charles C. McChord, Chairman,
Interstate Commerce Commission,
Washington, D. C.

Due to strikes car situation and other transportation elements grain growers particularly in Iowa, Minnesota and the Dakotas, ordinarily using Milwaukee as their market have been almost entirely deprived of their opportunity to market their crop for the past three months. It is needless for us to point out to your Commission that in the main the reason for this acute situation is occasioned by the shortage of grain equipment in the West and the congestion of Eastern railroads.

The Commission is aware that the Great Lakes in the past has been the means of expeditious and convenient handling of grain between the producing territory in the West and the consuming or export territory in the East. Serious elevator congestion due to car shortage at Buffalo, Georgian Bay and other lower ports has practically stopped further movement of grain by water from Lake Michigan ports. Such condition will not be overcome before the close of navigation of which we still have approximately two months unless immediate relief is forthcoming.

Effective Sept. 27th Canadian railroads embargoed and refused to accept further shipments of United States grain except under permit, control and congestion at Canadian Lake ports and beyond is such that it is unlikely that further shipments of United States grain can be made through such Canadian ports. This Canadian Lake port and beyond congestion makes Buffalo and other United States ports attractive to the Canadian shippers who are now making heavy shipments of Canadian grain from Lake Superior ports through the United States lower lake ports to the Atlantic seaboard for export. This adds to the congested condition at Buffalo and other lower lake ports and prevents our grain growers from benefiting by the relief which heavy lake shipments from Western lake ports would give to United States railroads under present conditions. With the millions of bushels of Canadian grain now moving through the United States lower lake ports eliminated the facilities afforded the Canadian interests would be released and reserved for the grain growers of the United States.

This Chamber of Commerce therefore, in the interest of the grain growers of the entire Middle and Northwest section of the United States does respectfully petition your Honorable Commission to immediately embargo further shipments of Canadian grain through United States ports until such time as the grain producers of the United States are reasonably assured of expeditious and satisfactory handling of their own products which would be brought about by the release of grain cars at Western Lake ports on the rails of the Western carriers the use of the lakes and the retaining by the Eastern railroads of their cars for the movement of grain between the lower lake ports and the seaboard.—Milwaukee Chamber of Commerce, J. L. Bowlus, Manager Transportation Department.

Commission Promises Relief.

J. L. Bowlus, Trans. Dept. Milwaukee Chamber of Commerce, Milwaukee, Wis.

Yours eighteenth to Chairman. We are fully aware situation with respect movement lake grain caused by congestion Buffalo and lower Canadian ports. Thorough investigation has been made. Arrangements now under way contemplate affording relief by increased supply of cars grain loading Buffalo and by improving movement through Erie Barge Canal and via Montreal. Deemed inadvisable embargo shipments of Canadian grain. Steps we have taken, however, would result in great improvement. It is not our understanding any cars being de-

laid at Western lake ports.—J. C. Roth, Dir. Bur. Service I. C. C.

Insists Upon Embargo.

Oct. 28, 1922.

J. C. Roth, Director Bureau of Service,
Interstate Commerce Commission,
Washington, D. C.

Your telegram twenty-fourth relative Canadian grain embargo. Since telegram's receipt we find situation more serious than when originally presented. Fort William, Ontario, daily shipping three times more grain to United States ports than to Canadian ports at lake charges far in excess of our differential between all-rail and lake and rail charges which positively prohibits United States merchandisers contracting for vessel space.

Does Commission thoroughly understand that our lake route with connecting rail routes from lower lake ports to the seaboard are almost completely monopolized by shipments of Canadian grain? United States producers of grain have been the greatest sufferers from the lack of transportation since the beginning of the shipmen's strike. They are justly entitled to every facility for transportation which exists in the United States for the movement of their grain in preference to Canadian grain and it is outrageous that a condition should be permitted to exist which enables the chief competitor of the United States grain producers to market their crop by the preferential use of facilities of which the United States producers under present conditions should have the exclusive use.

Your effort to relieve conditions at Buffalo and lower lake ports is giving practically no relief to United States farmers, because shipments of Canadian grain through United States ports continue in heavy volume and are more than exceeding the ability of the Eastern carriers to forward from lake ports to seaboard even though heavier loadings are obtained. Please appreciate that the spread between all-rail and lake and rail rates is so much wider on Canadian grain than on United States grain that Canadian shippers can afford to pay very much higher vessel rates than United States grain will bear.

From a careful consideration of all existing facts which are so apparent we believe that nothing except an absolute embargo on further shipments of Canadian grain through United States ports will accomplish the relief which producers of grain in the United States so desperately need and make available to them exclusively every existing facility for the transportation of their products which regardless of emergency relief will be woefully short of the necessities.

We therefore pray immediate reconsideration of this subject and strongly urge you to take immediate steps to prevent the monopolization of a large part of the transportation facilities of the United States by Canadian producers particularly when our own farmers are unable to obtain but a small percentage of the transportation required to move their products. Your prompt reply earnestly solicited.—Milwaukee Chamber of Commerce, J. L. Bowlus, Manager Transportation Department.

Corn and Hog Price Ratios.

One of the most interesting studies for the market statistician is the relative prices of corn and hogs, it having become recognized that since one is the product of the other there should be a normal not long to be departed from.

For the 12 years, 1910 to 1921, the Department of Agriculture has calculated that at the then prevailing market prices it required 10.93 bus. of corn to buy 100 pounds of live hogs. The largest quantity necessary was last year, in November, 1921, when corn was at the lowest point for years, 17 bus., and the smallest quantity was 7.1 bus., in June, 1920.

In the diagram herewith prepared by the

Department of Agriculture when the ratio line is above the average, the price of hogs is relatively high as compared with the price of corn. When the ratio line is below the average, the price of corn is high as compared with the price of hogs. For instance, in 1922 the price of hogs has been relatively high as compared with corn, justifying the present advanced price of corn.

As to whether hogs advance first and pull corn up is difficult to say, as there is not always a sufficient supply of hogs on the farm to eat the corn, and it is probably true that the surplus that can not be fed and must be shipped makes the market price.

Loadings Pass Million Mark for Week

For the first time this year and the fifth time in the history of railroads, car loadings passed the 1,000,000 mark for the week ended Oct. 21, reports the American Railway Ass'n.

Loadings of revenue freight for that week totaled 1,003,759 cars, an increase of 20,289 cars over the preceding week, and 38,948 cars over the corresponding week last year.

Loadings for the week ended Oct. 28, totaled 1,014,480 cars, the second largest loading for any one week in the history of the railroads. Grain and grain products was the only commodity to show a decrease in loading, totaling 51,913 cars, a decrease of 1,767 from the preceding week, but 3,703 more than the corresponding week last year.

Grain loaded during the week amounted to 53,680 cars, an increase of 3,237 over the corresponding week last year and 14,200 more than the corresponding week two years ago.

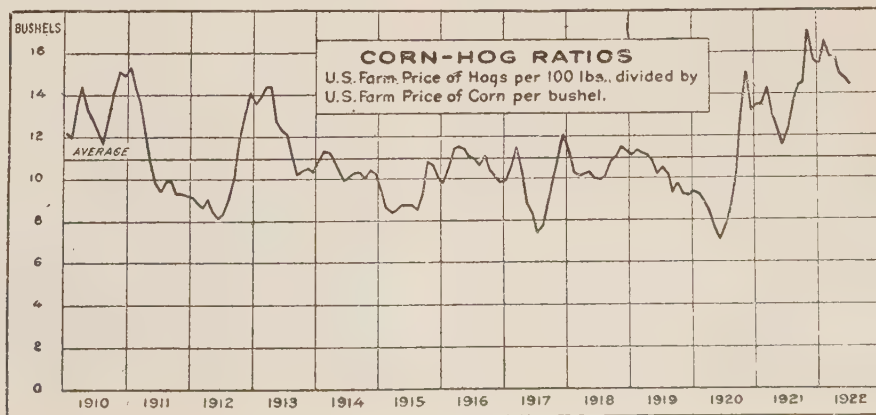
During the first nine months of this year, cars loaded with grain and grain products totaled 1,793,267, compared with 1,735,836 during the corresponding period last year.

Fewer freight cars are now in need of repair than at any time since Mar. 15, 1921. On Oct. 15, there were 270,045 cars, or 11.99 per cent of the cars on line, in need of repairs. This was a decrease of 21,609 cars, compared with Oct. 1, and 54,538 fewer than on July 1, the date upon which the shipmen's strike began. On Oct. 15, a year ago, 354,996 cars or 15.5 per cent of the cars on line, were in need of repairs.

Loadings on the Santa Fe for the week ended Oct. 21, totaled 39,719 cars, against 40,530 the previous week.

During October the Rock Island loaded and received loaded from connections, 143,348 cars, compared with 149,816 last year. The C. B. & Q. reports 192,974 cars loaded during October, an increase of 11,879 over last year. Grain loadings increased 3.7 per cent during the month, compared with last year. For the ten months ending with October, grain showed a decrease in loading of 6.3 per cent.

THE RULES to insure uniform Bs/L as formulated at The Hague and amended by the English com'te have been approved by the com'te on foreign and coastwise commerce of the Philadelphia Commercial Exchange at a recent meeting.



Sources of Error in Sampling Grain

By W. L. Frank, Chief Inspector, and R. L. Campbell, Assistant Inspector, Sherman, Tex.

In grading grain the importance of securing a truly representative sample is generally recognized. Variations in samples from the same lot of grain is usually charged against the sampler. Our investigations show that variations may occur in the laboratory due to the methods of cutting down the original sample to approximately 1,000 grams.

Our studies have covered the four principal grains handled at this market, namely, corn, oats, wheat and grain sorghums. The factor or factors most likely to be affected by mechanical means, were selected in each case.

Failure to use the divider in reducing the size of the original sample was held to be such poor practice, that it was not considered. In this way the study was confined strictly to comparisons between different methods of reducing original samples to 1,000 grams. The variations in methods of laboratory sampling employed in this study, approximate those found in the actual grading of grain.

Methods of Sampling.

Four methods of laboratory sampling were used. They may be described as follows:

1.—**True divider sample:** The original sample consisting of 1,500 to 3,500 grams, was divided so as to obtain approximately 1,000 grams in one pan. In each case the sample was so manipulated that the weight of grain in the divider pan did not vary more than 25 grams from the desired 1,000 grams. The sample was then made to weigh 1,000 grams by the addition or removal of grain.

2.—**First 1,000 grams:** The original sample was divided once, and the first 1,000 grams out of the divider pan, was used in the determinations. Determinations were also made on the remainder of the sample left in the divider pan.

3.—**Method A:** The original sample was divided once, and one portion of the sample poured from the divider pan into a large open-end grain sample-pan, in such a manner that the grain flowed from the divider pan toward the spout end of the grain pan. The first 1,000 grams out of the grain sample pan were used in making the determinations tabulated under Method A.

4.—**Method B:** The original sample was divided once as in Method A, but the grain was poured into the large grain sample pan so that the grain flowed toward the back end of the pan. The first 1,000 grams out of the grain sample pan were used in making the determinations tabulated under Method B.

We have accepted the True divider sample as the truly representative sample in making comparisons between methods. The differences between samples obtained by the different methods are expressed as plus (+) or minus (—) according to whether they are greater or less than those of the true divider samples. In this way the possibility for variation in results is easily apparent. A variation of one-tenth from the true, is sufficient to admit of a change in grade.

The regular grain grading equipment was used in making the determinations. Each sample was handled in the same manner that it would have been handled for the purpose of determining the market grade.

Dockage in wheat is often an important consideration. Likewise, "foreign material other than dockage" may at times be a grading factor. Only the former was considered in the studies made in wheat, altho the latter would probably be similarly affected by the method of sampling. Five kinds of sackage taken from market run wheat, were mixed with representative samples of Hard Red Winter and Soft Red Winter Wheat. The results of comparative tests are given in Table No. 1.

A variation of only one-tenth of one per cent may be sufficient to change the market grade as far as dockage is concerned. Nineteen samples out of forty, or only one less than half, varied less than one-half of one per cent in dockage as a result of using incorrect meth-

ods of sampling in the laboratory. No less than 37 samples out of a possible 40, varied one-tenth of one per cent or more, while 8 varied as much as one per cent or more.

Summary.

1. Variations occur in samples when different methods of sampling are used in the laboratory.

2. Variations resulting from different methods of sampling in the laboratory, may result in a difference in grade.

3. The kind and character of the grain, also the nature of the material present in the grain, and the amount in which it occurs, may affect the relative percentages of each in samples obtained from the same source by different methods of sampling.

4. Relative size and shape of individual kernels composing the greater portion of a sample, and the relative specific gravity of both the major and lesser constituents may affect the relative percentages of each in samples obtained from the same source by different methods of sampling.

5. The size of the original sample may affect the relative percentage amounts of grain and of other materials, when the 1,000 grams sample is obtained by any method other than that used to obtain a "true divider sample."

6. Large interspaces between kernels, and relatively fine, heavy foreign material and or broken grain, is conducive to large variations in the relative percentage amounts of grain and of other materials present when different methods of sampling are used.

CONCLUSIONS.

1. Non-uniformity of grain grading is not due in all cases to the method of sampling of grain in the car.

2. Non-uniformity of grain grading may result when 1,000 gram samples are not obtained by the correct use of a divider in the laboratory.

3. Wide variations in grades may occur when inaccurate methods of sampling are used in the laboratory.

4. Our recommendation for alleviating the distress of the trade resulting from non-uniform grading include—

(a) The determination of the average variation in determining quantitative factors on samples of the minimum safe size, i. e., 250 grams for smut in wheat, and, or damage in corn, and 60 grams for other grains in wheat, etc.

(b) Establishment of a system of "tolerances" or "limits of variation" to be allowed in grading grain. This system to be based on data secured on investigations mentioned in (a), and to be modeled after the rules and tolerances adopted by the Association of Official Seed Analysts of North America.

(c) The use of a divider in securing truly representative 1,000 gram portions of an average sample.

(d) The reduction of the number of "line" samples by the use of a system of tolerances, and the elimination of an arbitrary line in which personal opinion is so important a factor.

(e) Establishment of a "neutral zone" immediately below several grade limits for each quantitative grading factor, by admitting those samples to the next higher grade which come within the "tolerance."

(f) Providing a definite percentage tolerance basis for inspectors to work on, rather than arbitrarily "giving the sample the benefit of a doubt," as is done at present.

(g) Eliminating wholly or in part, slight differences in interpretations of grading factors representing the "human element" or the "personal equation," by providing a definite tolerance.

Business Sacrificed to Political Interference.

We report with a thrill of pleasure that the Toledo Produce Exchange of which we have the honor to be members, discontinued trading in grains for future delivery today, rather than qualify as a contract market under the Capper-Tincher law, which the officials of the exchange believed to be plainly unconstitutional.

It is an inspiration in these degenerate days of the nation's politics to see a body of men willing to sacrifice their business as a protest against an invasion of their constitutional rights. It is gratifying to note that a reaction seems to have set in against government control of established business institutions, for such control can end only in a total destruction of business enterprise, just as the railroads have been destroyed, to the detriment of the prosperity and the well being of the country at large.—L. L. Winters.

Death of E. H. Culver.

Edward H. Culver, chief inspector of the Toledo Produce Exchange, died at his home in Toledo, O., Oct. 26, at the age of 61. Death followed an illness of two years, the last month of which confined him at home. Six children, three daughters and three sons, survive him.



E. H. Culver, Toledo, O., Deceased.

For forty years Mr. Culver has been associated with the grain inspection department of the Toledo Produce Exchange, first as private sampler for individual firms and from Oct. 17, 1892, to date as chief inspector. For many years he served as president of the Chief Grain Inspectors Ass'n of the United States.

He was a large man in stature, and his figure was a familiar one at all large grain conventions. His acquaintances, many from coast to coast, will be sorry to learn of the passing of "Big Chief" as he was affectionately known by his intimates.

His extreme care in grading grain, his vigilance in investigating every complaint, convinced those who came in contact with his work of his conscientious desire to classify each lot correctly. He was held in high esteem by men whose grain he graded and his judgment was respected.

THE INTERNATIONAL Congress of Agriculture plans to hold its eleventh annual meeting in Paris next May. This is the first meeting of the congress since the war.

Claims Again Railroads for Failure to Furnish Cars.

BY OWEN L. COON.

When is a railroad liable for failure to furnish cars?

Under the Interstate Commerce Act and its amendments, cars must be furnished "upon reasonable request." What constitutes "reasonable request" varies with conditions, the Interstate Commerce Commission being the governmental body charged with the task of deciding what is reasonable.

In normal times, when no car shortage exists, if a written order for a car is given, say five days or a week in advance of the time that it is actually needed, and the railroad is notified that failure to furnish the same will cause a special loss, there can be little doubt, but what there is a good claim for any loss sustained if the car is not furnished. But in times of car shortage, what constitutes the furnishing of cars upon "reasonable request" becomes quite a different matter.

The Commission has given several decisions relative to car distribution, and using these decisions as a foundation the car service committee of the American Railway Ass'n has

promulgated certain rules as to the distribution of cars in times of car shortage. These rules in brief are as follows:

"Each shipper of grain will advise the carrier's agent each Saturday of the total quantity of grain on hand intended for rail shipment. The ratio of the quantity so reported by each shipper to the total quantity reported by all shippers shall be the percentage basis for the distribution of available cars at that station during the ensuing week for grain loading. Each shipper must file his orders for cars in writing, showing among other things the quantity of grain on hand and conveniently located for prompt loading. The term 'prompt loading' is intended to mean that a car placed for loading not later than 10 A. M. must be loaded and billing instructions tendered before the close of the day on which it is placed."

If it can be shown that such rules have not been complied with by the carrier and that other shippers similarly situated have received more cars than you have; on the basis of grain tendered for shipment, then a claim for loss sustained from failure to receive cars is undoubtedly good. As a general proposition it may be said that carriers are liable for any loss arising from their failure to furnish cars during times of car shortage where discrimination in the distribution of such cars under the above rules can be shown. There is a

case on record where the Pennsylvania R. R. was compelled to pay \$145,000.00 for loss of profits to a coal company discriminated against in favor of a competitor in the distribution of coal cars.

The old rule of distributing the same number of cars to each shipper regardless of the amount of grain on hand and tendered for shipment does not now exist. Under the above rule, if all the shippers on a division of railroad on a certain Saturday night tendered 500,000 bushels of grain, and you had on hand 10,000 bushels while your local competitor had only 5000 bushels on hand, you should receive one-fiftieth of the cars available for that division the coming week, and your competitor only half as many as the number to which you would be entitled. That shipper is to receive the most cars who has on hand the largest amount of grain. It is a rule which injures the shipper with the small house who would otherwise control the larger proportion of the business if cars could be obtained, but it is the rule at present—whether it be good or bad.

Under the above rules, you may tender grain which is actually in your elevator and in addition that which is "CONVENIENT FOR PROMPT LOADING," this phrase being defined to mean grain not in the elevator, but which can be received and loaded into a car the same day that it is set for loading. You can, of course, easily see the loophole in the rule. In practice, I am afraid that the man who has had a large quantity of grain "convenient for prompt loading" and can make his railroad agent believe it, has received the largest number of cars. If other shippers, however, complain that such a practice is being pursued, and that the agent at another station is accepting tenders of grain in excess of the amount to which the shipper would be entitled, the railroad on investigation must penalize the offending shipper by a reduction in the number of cars to which he would otherwise be entitled in the future.

In a succeeding article, suggestions will be given as to the manner in which this liability of the carrier can be enforced in a practical way if discrimination under the above rule actually exists.

J. OGDEN ARMOUR furnished the Federal Trade Commission on Nov. 8 with a list of his grain trades, which he refused to furnish the commission at a hearing in Chicago, Oct. 13.

Elevator at Alton, Ill.

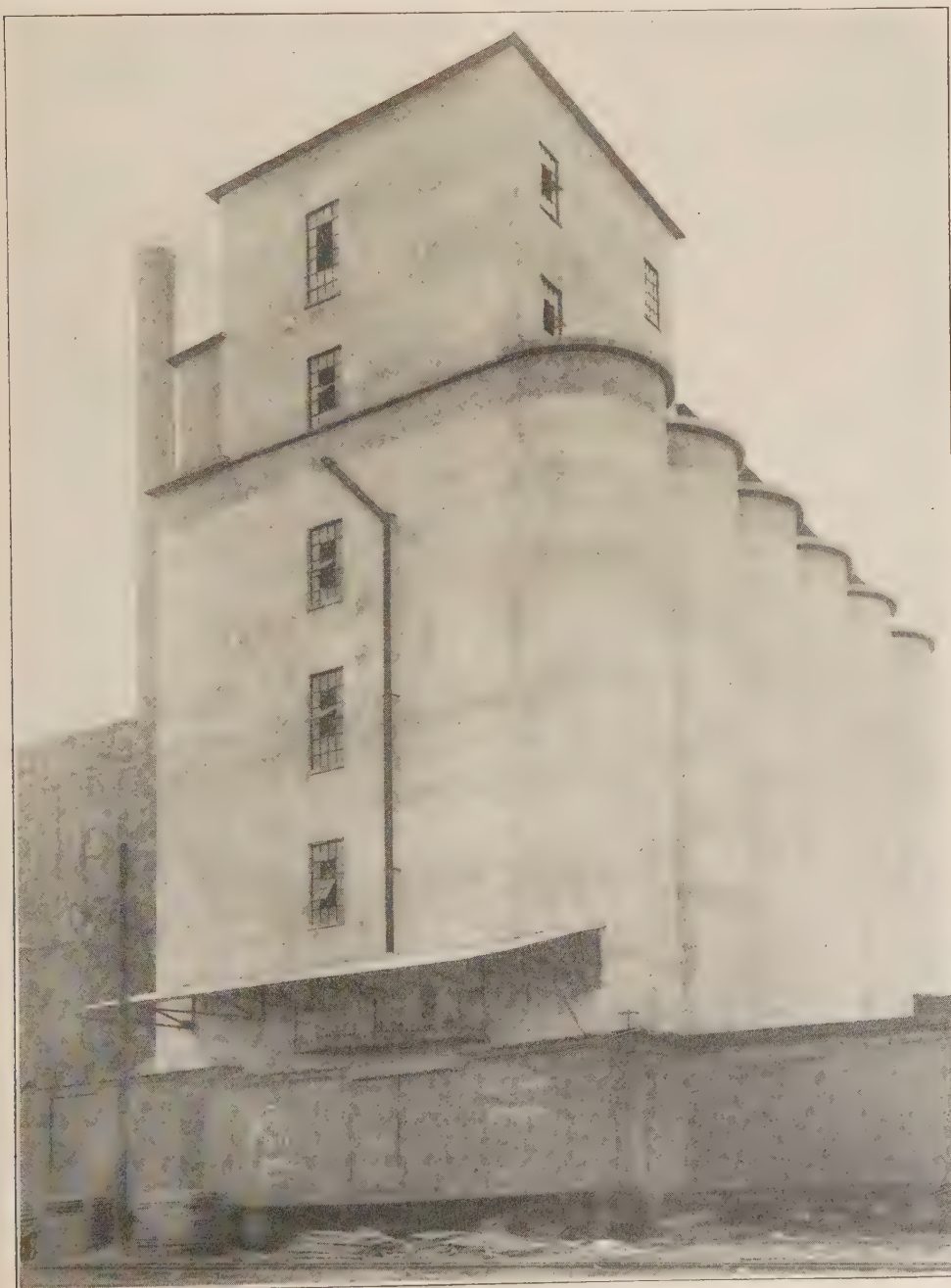
Cement concrete as the material of construction for grain storage bins is just as popular with millers as with grain dealers. If a miller has any misgivings about the wheat lying next the concrete wall getting damp they are outweighed by the durability, fireproof quality and low cost of upkeep of the cement construction.

At Alton, Ill., concrete was chosen for its new storage annex by the Stanard-Tilton Milling Co., one of the oldest and best known milling companies in the Southwest.

The new 250,000 bu elevator consists of 14 tanks 17 feet 6 ins. in diameter and 76 feet high, placed in three rows so as partly to inclose the working house, the interspaces being used for storage.

The working house is equipped with a full line of rapid handling machinery, mostly supplied by the Weller Mfg. Co.; cleaners, blenders, blending bins, the bins being divided vertically, car handling equipment and 2,000-bu. hopper scale. The plant is entirely fireproof, having windows with steel frames and wired glass, and metal-clad doors.

Facilities are provided for receiving wheat both from cars and wagons, and four belt conveyors are employed to carry the grain. The elevator is shown in the engraving herewith.



250,000 Bu. Elevator of Stanard-Tilton Milling Co., at Alton, Ill.

Feedstuffs

MONROVIA, CAL.—The Glesby Feed & Fuel Co. is installing a feed mill.

BARKER, N. Y.—The Barker Feed Store has installed a new 25-h. p. motor.

AUBURNDALE, WIS.—The feed mill of William Schmidt burned recently.

CAMDEN, ARK.—S. W. Anderson, proprietor of a feed mill here, died recently.

LEBANON, TENN.—Marrs Bros. have opened a feed, flour and seed business here.

MABTON, WASH.—The Mabton Alfalfa mill burned recently with a loss of \$10,000.

FAIR HAVEN, N. Y.—The Baggs feed mill is being overhauled and put into first class condition.

VERNON, TEX.—A. T. Stanford is again in the feed and fuel business. His plant burned recently.

KAUKAUNA, WIS.—William J. Gantter Co. has opened a feed, seed and flour wholesale business here.

ORANGE, TEX.—J. W. Turner is the new manager of the Conyers Live Stock & Feed Corp. of Texas.

CHICAGO, ILL.—John C. Karstens, feed dealer here, died Oct. 16. He had been in business since 1870 at the same location.

NORTH KANSAS CITY, MO.—The Corn Products Refining Co. started to grind corn Oct. 26, in its new \$8,000,000 syrup refinery.

CHICAGO, ILL.—Newberry & Kiederlen is a new firm here with offices in the Traders Bldg. They will deal in mill feeds and flour.

MINNEAPOLIS, MINN.—S. N. Osgood is now with the Pillsbury Flour Mills Co. He was formerly with the Commercial Feed Co.

BUFFALO, N. Y.—There are 45,000 tons of feed in local warehouses which has been sold but cannot be moved due to car shortage.

PEASE & DWYER, Memphis, Tenn., have registered the words "Round-up" as trade mark No. 159,051 describing horse and cattle feed.

THE OMAHA Alfalfa Milling Co., Omaha, Neb., has registered the word "Mustang" as trade mark No. 156,107 describing horse feed.

EUGENE, ORE.—G. F. Standage and R. P. Whiting have sold their interest in the Beaver Feed Mills Co. to the Kerr, Gifford Co., Portland.

MARIETTA, GA.—Collins Bros. have opened a new feed store here. The firm will deal in field and garden seeds, poultry supplies and bulbs.

KANSAS CITY, MO.—Conrad H. Mann has been elected sec'y and treas. of the U. S. Feed Mills Co. He succeeds W. F. Tuttle who recently died.

CHICAGO, ILL.—The feed sales department of the American Hominy Co. is now located in the Peoples Life Bldg. here. A. W. Bosworth is in charge.

CUDAHY, WIS.—The Cudahy By-Products Co. incorporated for \$50,000 to mix stock feeds, etc. Incorporators are M. Cudahy, G. Kroeck and G. Long.

Feed Movement in October.

Receipts and shipments of feedstuffs at the various markets during October, compared with October, 1921, were as follows:

| | —Receipts— | | —Shipments— | |
|------------------|------------|------------|-------------|------------|
| | 1922 | 1921 | 1922 | 1921 |
| Baltimore, tons | 1,815 | 1,901 | | |
| Cincinnati, tons | 600 | 600 | | |
| Chicago, lbs. | 36,040,000 | 28,998,000 | 101,764,000 | 72,678,000 |
| Milwaukee, tons | 11,540 | 7,740 | 20,583 | 28,509 |
| New York, lbs., | | | | |
| bran | | | 713,000 | |
| Peoria, tons. | 34,020 | 11,600 | 28,050 | 17,860 |
| San Francisco, | | | | |
| tons, bran. | 530 | 777 | | |
| St. Louis, sks., | | | | |
| bran | 105,310 | 106,660 | 122,630 | 140,870 |

THE MUTUAL Millers & Feed Dealers Ass'n held its annual meeting at the Hotel Dudley, Salamanca, N. Y. Those in attendance came from southwestern New York.

RICE LAKE, WIS.—The Western Feed Manufacturer's Inc., Chicago, have bot the E. Craites & Son flour and feed mill here and will convert it into a modern feed mixing plant.

BARBERTON, O.—The Economy Cereal & Food Co. incorporated for \$10,000. Incorporators are Charles N. Romig, John H. Ravencroft, Bert Van Huning and Herbert Rhodes.

OWENSBORO, KY.—The Sugarine Co., Inc., has adopted the words "Sugarine Record" and "Record" as descriptive of its dairy and scratch feed, and registered as trade marks No. 158,732-3.

BONAPARTE, IA.—The Bonaparte feed mill has been purchased by Gilchrist & Moore, who will continue operating it. H. H. Kimpling, former owner, will remain with the firm for a time.

RICHMOND, ILL.—W. L. Speaker of Speaker Bros., feed dealers here, was seriously injured when a belt driving the attrition mill broke and hit him. His left arm and three ribs were broken.

INDIANAPOLIS, IND.—The Wonderlay Milling Co. has been incorporated for \$10,000 to deal in feeds, seeds and merchandise. Directors are V. C. Getz, James H. Tarplee and John E. Ryburn.

BOSTON, MASS.—We are opening an office here in the Chamber of Commerce Bldg. for jobbing feedstuffs. Frank C. Bowes will be in charge.—C. F. Kieser, Kasco Mills, Inc., Waverly, N. Y.

PORTALES, N. M.—We have enlarged our mill house with an 18x24 foot building and will handle all kinds of millfeed. We will have to ship in a few cars of corn and several cars of mill feed, but we are not as unfortunate as some of the western country, as we have made half a grain crop.—A. G. Troutt, A. G. Troutt Grain Co.

MONTICELLO, ILL.—The Piatt County Soy Bean Co-op. Co. is installing in its plant here, machinery known as the solvent type for the crushing of soy beans. The Peru Products Co. of Peru, Ind., which installed the same type of machinery some time ago reports that all but one per cent of the oil is crushed from the bean with the machinery and that with a little adjustment this can be lowered to one-half of one per cent.

APPLE POMACE will be used as a feed for dairy cows, young stock and sheep. It is of doubtful value for pigs and is not recommended for horses. When kiln dried, which insures its preservation and greatly increases its economic value, it is brownish in color and has a slightly acid taste. Analysis shows it to be a strictly carbohydrate feed with a high content and lacking in true starch. It is high in fiber content but low in protein.

WARREN, O.—The flour mill and elevator of the Wadsworth Feed Co. burned Oct. 26, causing a loss of \$60,000 in the building and machinery and \$20,000 in stock on hand. The elevator was equipped with a sprinkler system for fire-prevention, but as the control valve had been turned off, it did not work. By the time the local fire department arrived, the building was a complete loss. Insurance covered 80 per cent of the loss. The plant will be rebuilt.

MEMPHIS, TENN.—Our elevator and mixed feed plant was completely destroyed by fire on the morning of Oct. 6. The loss is between \$60,000 and \$70,000, on which we carried about 60 per cent insurance. We will recover some of our loss from the salvage. We have commenced to rebuild and expect to build an elevator with a capacity of 50,000 bus., also two horse feed units and one hen feed unit, which will give us a capacity of 250 tons of horse and hen feed per day. Unless something turns up to handicap us, we expect to have the plant complete by January.—B. L. Sessum, Sessum Grain Co.

Formulae for Four Standard Rations of Feed?

Grain Dealers Journal: On page 558 of the Oct. 25th number of Grain Dealers Journal, you mention four standard rations agreed upon by nine agricultural college professors. Can you give us information regarding these formulae, or tell us where we can obtain them?—Dadmun Bros., Whitewater, Wis.

Ans.: The following letter from R. W. Thatcher, director of the New York Agricultural Experiment Station, under date of Nov. 6, explains very fully the formation of the rations and gives the change made in the Standard 24% Mixture:

The meeting of representatives of nine Eastern States Agricultural Colleges which was held at Springfield, Mass., on May 18, 1922, was called by the representatives of the farmers' co-operative buying agencies of the several states. The results of the conference were published in the Dairymen's League News of Friday, July 7th, 1922. The formulae quoted below are taken from that report.

I may say that it is the judgment of everyone whom I have heard comment on these matters that the mixtures as recommended are very excellent ones for use where they can be prepared on a large scale by some central agency. On the face of them, they are practically impossible to be prepared by a farmer for his own use. The following is the report of the actions of the Conference taken from the Dairymen's League News:

The following mixtures were recommended by those present:

Standard 24% Mixture: 200 lbs. corn distillers grains; 500 lbs. gluten feed; 250 lbs. cottonseed meal 43 per cent; 250 lbs. oil meal O. P.; 200 lbs. standard wheat bran; 150 lbs. standard wheat midds.; 150 lbs. yellow hominy; 100 lbs. ground oats; 100 lbs. cane molasses; 100 lbs. peanut meal 40 per cent.

Standard 20% Mixture: 100 lbs. corn distillers grains; 400 lbs. standard wheat bran; 400 lbs. yellow hominy; 300 lbs. ground oats; 500 lbs. gluten feed; 100 lbs. cottonseed meal 43 per cent; 100 lbs. peanut meal 40 per cent; 100 lbs. oil meal O. P.

Standard 16% Mixture: 550 lbs. yellow hominy; 300 lbs. ground oats; 300 lbs. standard wheat bran; 300 lbs. standard wheat midds.; 400 lbs. gluten feed; 50 lbs. oil meal; 100 lbs. cottonseed meal 43 per cent.

Standard Calf Meal: 350 lbs. oil meal; 300 lbs. barley; 400 lbs. red dog; 250 lbs. oats flour; 240 lbs. blood flour (soluble); 400 lbs. yellow corn meal; 20 lbs. salt; 20 lbs. precipitated calcium carbonate; 20 lbs. precipitated bone meal.

G. L. F. Milk Maker: Since this meeting at Springfield, the Grange League Federation Exchange has modified the formula of the Standard 24% feed and has adopted as its official formula for

"G. L. F. Milk Maker", the following: 200 lbs. distillers grains; 500 lbs. gluten feed; 260 lb. cottonseed meal 43 per cent; 240 lbs. oil meal O. P.; 200 lbs. standard wheat bran; 100 lbs. standard wheat middings; 160 lbs. yellow hominy; 100 lbs. ground oats; 100 lbs. cane molasses; 100 lbs. peanut meal 40 per cent; 20 lbs. salt; 20 lbs. calcium carbonate; guarantee: protein 24%; fiber 9%; fat 5%.

This formula has also been officially adopted by the Eastern States Farmers' Exchange for its highest class dairy ration the name "Eastern States 24% Dairy Ration."

L. C. Norris, instructor at the State College of Agriculture at Cornell University, Ithaca, N. Y., writes that "It should be clearly understood, however, that these grain mixtures were not recommended as being the only best mixtures which could be made up, but that taking into consideration different feeds available and market conditions, they were thought the best that the conference could recommend at the present time. Undoubtedly slight relative changes in the composition of any of the mixtures or perhaps the addition of other high grade feeds in such a way as not to change the guarantee would not reduce their feeding value."

Feed Merchants Meet.

The newly organized St. Lawrence County Retail Feed Merchants Ass'n, of St. Lawrence county, N. Y., held a meeting at Massena, N. Y., Oct. 20, at which twenty-five dealers registered.

The purpose of the ass'n is to remedy local conditions in the feed trade. The first problem attacked was freight rates, a com'te being appointed to take the matter up with the Interstate Commerce Commission. Cash systems and collections were also discussed, Geo. Robinson of Canton, N. Y., making an interesting address on the subject.

Program for Feed Control Officials' Meeting.

The Ass'n of Feed Control Officials of the United States will hold its fourteenth annual convention at the Raleigh Hotel, Washington, D. C., Nov. 13 and 14.

On Saturday, Nov. 11, at 10 a. m. a special joint meeting of Executive Com'te and Com'te on Uniform Labels will be held. At 7 p. m. the Executive Com'te will hold a meeting.

Monday, Nov. 13, at 10 a. m. the address of welcome will be given by Hon. H. C. Wallace, sec'y of agriculture; response by G. G. Frary, food and drug commissioner, Vermillion, S. D.; appointment of com'te on credentials; president's address, W. F. Hand; report of com'te on credentials; presentation of resolutions. At 2 p. m. W. G. Campoell, chief of the Bureau of Chemistry, Washington, D. C., will speak on The Development of Modern Organization for Regulatory Work; Dr. Harry Snyder, Minneapolis, Minn., on The Milling of Wheat Flour with Special Reference to Feed Production; The Importance of Hay in the Rations of Dairy Cows, by Dr. E. B. Meigs, Bureau of Animal Industry, Beltsville, Md.; The Feed Manufacturer's View of Some Pressing Problems in Feed Control Work and Administration, L. F. Brown, sec'y American Feed Manufacturer's Ass'n, Chicago. Open discussion will follow a report of the Com'te on Uniform Labeling.

Tuesday, Nov. 14, 9:30 a. m. will be given over to the reports of all com'tes. At 2 p. m. reports of officers will be read, election of officers will be held and the place for the next meeting decided.

Soy Beans in Minnesota.

Soy beans yield anywhere from 10 to 25 bushels an acre of seed, depending on soil and season. Soybeans may be ground and used to supplement other feeds. For dairy cows, when milk is to be used for butter production, the soy bean meal must be fed in small quantities in order that it may not soften the butter. When the milk is to be consumed as such, soy bean meal may be fed in larger quantities. During the fattening stages hogs should be fed limited amounts since soft pork is the result.

In the ordinary flaxseed oil mill, of which Minnesota has several, from 200 to 225 pounds of oil can be secured per ton of soybean seed. With the oil removed, the soybean cake has about the same feeding value as flaxseed meal and the feeding of it does not result in soft butter or soft pork. It is probable that soy bean seed will be raised in sufficient quantities to develop a soy bean oil industry in Minnesota.—Minnesota Department of Agriculture.

Soy Bean Becoming a Major Crop.

The soy bean is rapidly taking a place as a major crop in the farming systems of the corn belt, replacing oats to a considerable extent and taking part of the corn acreage. Altho primarily used for forage, pasture and ensilage, the growing of seed during the last few years has become a very profitable industry. The production of seed has now increased to the point where the supply greatly exceeds the demand for planting.

County soy bean assoc's, growers, county agents and extension officials, notably in Illinois and Indiana, have concerned themselves in the development of a commercial outlet for the seeds. Several mills in those states have become interested in the possibilities of that bean as a source of oil and meal. Two mills in Illinois have planned to use about 750,000 bushels this season, it has been reported to the Department, while other mills are planning on a smaller scale.

"The Department inspectors have found considerable acreage put to growing the soy bean in the Northern and corn belt states,

showing a considerable increase. The possibilities of using the bean for oil and meal are ascribed by officials as the reason for the increase. Such a commercial outlet affords the grower another cash crop as corn and wheat.—U. S. Dept. of Agriculture.

Extraction of Soy Bean Oil.

Grain Dealers Journal: The oil from soy beans is extracted by three methods: cold pressed, hot pressed and solvent.

In the cold pressed method the beans are coarsely ground and introduced into a powerful press which forces out the oil through apertures in the side of the press. The cake is recovered in the form of thin ribbons and contains between 7 and 8% of the original oil.

In the hydraulic or hot-pressed method, the ground soy beans are heated by injecting live steam into them before pressing. Mills which are equipped to extract the oil from flaxseed or cottonseed usually use this method.

In the solvent method the oil is dissolved out of the ground soy beans by passing through them a solvent, such as benzol or naphtha. The percentage of oil recovered is greater with this method than the other two, but the cake is not regarded as being quite so good for feeding purposes, although that point is still in dispute. This station is conducting feeding trials with the several kinds of cake and will be able to report more definitely on that point later.

The oil is used for soap-making, in paints and varnishes, etc., and after being refined is also used as a salad oil and in the manufacture of butter substitutes.—L. E. Thatcher, assistant agronomist, Ohio Agri. Exp. Sta., Wooster, O

Soybean Meal Better Than Other Meals.

Grain Dealers Journal: I am unable to give you much information regarding the care of soybean oil. Judging from what little information I do have and from the general feeling regarding the Oriental oil which we have been getting in this country for a number of years, I am of the opinion that the oil should be moved relatively rapidly, in other words, not held in tanks for a long period of time, especially during warm weather.

The oil is used in many, many industries, several among which are the soap industry, the paint industry, the manufacture of linoleums, printers' ink, imitation celluloid products, butter and lard substitutes, etc.

Judging from the limited amount of experimental data which we have at the present time in which the native bean oil has been studied, I should say that soybean oil meal is equivalent in feeding value to cotton seed meal and linseed oil meal. In fact, analysis, and a few feeding trials which have been conducted, in-

dicate that there is a possibility that it is even better than these standard feeds.

Different types of machinery are used for the purpose of securing the oil. The Anderson Expeller is used for one method, in which the bean is crushed and the oil pressed out. We have the hydraulic pressure machines and still others, a solvent method in which the oil is taken out by means of some solvent such as ether, gasoline, benzine, benzol, etc. If interested in seeing plants in operation, I should suggest that he visit the Chicago Heights Soybean Oil Mill, Chicago Heights, Ill., the Monticello Soybean Products Co., Monticello, the A. E. Staley Mfg. Co. of Decatur, Peru Soybean Mfg. Co., Peru, Ind., East St. Louis Cotton Oil Mill, East St. Louis.—Very truly, J. C. Hackleman, Agri. Experiment Station, Urbana, Ill.

Must Fight the Chinch Bug Now.

Farmers throughout a large part of the winter wheat territory should not overlook the fact that chinch bugs are more numerous and more wide-spread this fall than for several years; and unless the coming winter should prove unfavorable for them, or some means is provided to exterminate them, they are certain to do more damage next season than ever.

Chinch bugs hibernate over winter. They protect themselves by hiding under trash, dead grass, around the crowns of bunch grass, etc. Their winter home is, therefore, largely along fences, road sides, ravines, waste lands and pastures. Serious destructive outbreaks of the pest in wheat fields have been traced directly to the influence of shocks of corn allowed to stand in the wheat fields throughout the winter. The chinch bugs which flocked to these corn shocks the previous autumn, suitable quarters not being available elsewhere, were thus protected throughout the winter. During the following March and April, the bugs that have lived over winter come out of hiding and fly to the growing wheat or oat fields, where they deposit their eggs. Each female lays about five hundred eggs, and these hatch and begin doing damage in about sixty days.

By harvest time a few of them may have wings, but the majority will not, consequently they travel "on foot" from the wheat or oats to the corn, kafir, sorghum or some other crop. After becoming full grown and doing a lot of damage, these bugs deposit another bunch of eggs for another brood, which will come along about sixty days later.

There are two general ways of destroying them in their winter quarters—by plowing and by burning; burning being far more effective than anything else.

By thoro burning before Christmas, bugs that are not destroyed by the fire will be exposed during the winter and many that remain will die before spring.—The Southwestern Wheat Improvement Ass'n, H. M. Bainer, Director.



Fig. 1.

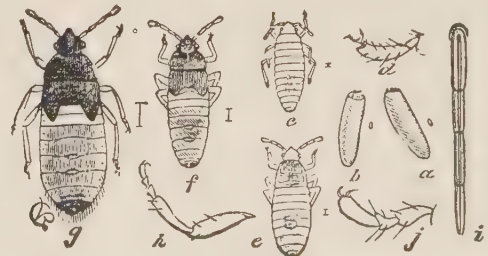


Fig. 2.

Fig. 1. Adult chinch bug, *Blissus leucopterus*, enlarged; the line below indicating natural length.

Fig. 2. The earlier stages of development; a and b, eggs, enlarged with natural size at right; c, newly hatched larva; (lines at right of figure indicate natural size); d, tarsus or foot; e, larva or young after first molt; f, same, after second molt; g, pupa; h, enlarged leg of adult bug; i, foot of same still more enlarged; i, beak of same still more enlarged showing sucking mouth. After Riley.

Seeds

MONMOUTH, ILL.—The Community Feed & Seed Store has purchased the Monmouth Seed Co.

MARSHALL, MO.—The Marshall Seed Co. is building an addition to its plant, doubling the storage capacity.

MINNEAPOLIS, MINN.—The Northup, King & Co. has increased its capital stock from \$150,000 to \$1,050,000.

MILWAUKEE, WIS.—William H. Crossland has been elected vice-pres. of our company.—Kellogg Seed Co.

MISSOULA, MONT.—The Sloan Seed Co. of Los Angeles, Cal., has purchased the warehouse of the Western Seed Co. here.

HAMILTON, MONT.—The Sloan Seed Co. of Los Angeles, Cal., has purchased the warehouse of the Western Seed Co. here.

BOZEMAN, MONT.—The officers of the Gallatin Valley Seed Co., recently incorporated, are J. A. Lovelace, H. D. Bath, B. C. Parker and Charles F. High.

CORSICANA, TEX.—The seed warehouse of the Southland Cotton Oil Co. burned recently. The warehouse contained 100 tons of cottonseed, valued at \$80,000. Insurance covered the loss.

GALVA, ILL.—Glenn R. Swank, formerly operating the Champaign Seed Co. at Champaign, has moved his stocks here and combined them with Glidden Bros. stock. He will manage the company.

A BILL to prohibit the admission into this country of adulterated grain and seeds unfit for seeding purposes is before the House Interstate and Foreign Commerce Committee of Congress.

MILES CITY, MONT.—H. G. Sears of the Albert Dickinson Seed Co., Chicago, bot a large quantity of certified Grimm alfalfa seed here, sufficient to make a complete car load. This is the first load of certified alfalfa seed to be shipped from this point.

OKLAHOMA CITY, OKLA.—The Lang Grain Co. has established a seed and millfeed department with A. B. Rickert in charge. Mr. Rickert was formerly with the Hydro Seed & Grain Co. at Hydro, Okla. The company handles seed in wholesale lots.

CHICAGO, ILL.—The Berry Seed Co., formerly a partnership, is now incorporated for \$25,000. R. E. Andrews is pres., William Watson, vice-pres., Henry Rader, Jr., sec'y-treas. The company has its warehouse at Shermerville, Ill., and will deal in alfalfa, timothy, clovers, bluegrass, redbot, fescues, and garden seeds.

TOLEDO, O.—Clover continued its upward trend again this week, reaching new high levels on the crop. Bulls seem to think pretty well of their seed around present levels, and add to their holdings on moderate recessions. Most of the selling is profit taking and some fresh hedging sales. Dealers reporting good cash demand for clover, both prompt and deferred shipment. Toledo has a fair stock of clover, but only 2918 bags of prime have been made up to date. This compares with 4219 bags last year. Clover movement this Fall is heavy. August, September and October receipts were 15687 bags, year ago 14710, and two years ago 6302 bags. Movement this year, of course, has been much earlier. The heavy movement may be at the expense of lighter receipts later in the season. The future trend of the market will depend largely upon the attitude of Mr. Farmer. Should he sit tight prices could easily go higher, but could also sell off on any general selling. Receipts this week 2520 bags. Shipments 827.—Southworth & Co.

THE SEED law of Missouri requires all wholesale and retail seed dealers to label correctly and tag each sale of 10 lbs.; give the name of the seed, percentage of purity; percentage of weight of weed seed; names of noxious weeds, percentage of germination and date tested; name of state where grown and seller's name and address.

TOLEDO, O.—Clover seed in new high ground again with scattered buying orders from different sections of the country. Cash houses the only sellers. Unless long interest takes profit market will work higher on present buying. Eastern seed houses are paying fancy prices for country run seed. Foreign offerings very small. Timothy and alsike quiet.—C. A. King & Co.

WINCHESTER, KY.—Bluegrass seed growers of Kentucky are forming co-operative pooling ass'n, with R. P. Taylor of Winchester at the head. The name of the organization will be the Bluegrass Seed Co-operative Marketing Ass'n, with about 250 to 300 members. Most growers are members of the Burley Tobacco Growers Co-operative Marketing Ass'n, so the new organization will be operated along the same lines. Aaron Sapiro, general counsel for the tobacco ass'n, will prepare the seed contract for the growers, the term of pooling being at least five years.

MINNEAPOLIS, MINN.—Can we expect any relief from the Argentine old crop of flaxseed? Shipments to the U. S. last week were 168,000 bus.; week before 324,000 bus. This would about average the New York Harbor consumption. There were shipped to Europe same time 636,000 bus. Evidently Europe wants a good share of what is left in Argentine, and if our Lake Erie mills are to run this winter they must have some Argentine old crop seed. What about Argentine's new crop on which our oil values April forward will largely depend? There seems no question but that there is an increase in acreage of 10 to 15 per cent and growing conditions excellent. A Buenos Aires letter dated October 1st says they need another 8 to 10 days dry weather in Northern Provinces to enable the farmer to plant linseed. Certainly we cannot definitely figure on the yield from seed not yet in bloom. The parties some weeks ago making a preliminary estimate of 60 million bushels now say: "Our agent still estimates an exportable surplus at about 50 million bushels." The 1922 shipments will total about 35 million bus. Add 15% increased acreage at same yield would produce about 40 million bus.—Archer-Daniels Linseed Co.

Loss from Weed Seeds.

Wheat graded as rejected on account of containing weed seeds has come forward in relatively greater volume this year than last. From Sept. 1 to Oct. 20, 1,876 cars had been so graded this year, as against 865 cars for the corresponding period last year, which is an increase of about 116%, whereas the quantity of grain inspected had increased only about 34%.

The discount for rejected grades under straight grades has ranged between 8 cents and 15 cents per bushel. Even at 8 cents per bushel the loss to the farmers has been \$191,352.00 on the 1,876 cars so far inspected this year.

There would seem to be no surer way of adding 8 cents per bushel to the price he gets for his wheat than for the farmer to keep his farm clear of weeds. It is all very well, of course, for others to talk about a thing like this, and in many districts it will now be a very difficult job to clean up the land, but when the problem facing Western Canada is to increase the net returns from agriculture every possible saving must be effected, and there is no question that one of the most obvious and most serious losses today is that of wheat, which must be graded "Rejected."—Grain Trade News.

Death of Porter J. Millikin.

Porter J. Millikin, president of the Union Iron Works and the Beall Improvement Co., Decatur, Ill., died at the Decatur and Macon County hospital, Oct. 26, at the age of 54 years. Following an operation, his health failed to improve.

Mr. Millikin was one of the most highly esteemed men in Decatur, not only because of his business connections, but thru his interest in public and civic affairs. He was always working in behalf of Decatur, making improvements to further the city's prosperity. His great executive ability and his high business principles made him respected and revered by all who knew him.

He was born in Dana, Ind., Dec. 15, 1867, where he grew to manhood, eventually teaching school. In 1890 he married in Chicago, and moved to Decatur eighteen years ago. At that time he was principal of the high school at Cayuga, Ind. He at once became associated with the Union Iron Works, and at the time of his death was president of the company. His wife and two daughters survive him.



Porter J. Milliken, Decatur, Ill., Deceased.

Receipts and Shipments of Seeds.

Receipts and shipments of seeds at the various markets during October, compared with October, 1921, were as follows:

| | | FLAXSEED. | | | |
|---------------------|-----------|------------|------|-------------|-----------|
| | | —Receipts— | | —Shipments— | |
| | | 1922 | 1921 | 1922 | 1921 |
| Chicago, bus..... | 167,000 | 43,000 | | | |
| Duluth, bus..... | 1,161,153 | 568,852 | | 596,775 | 894,135 |
| Milwaukee, bus.... | 71,735 | 140,760 | | 9,554 | 20,595 |
| Minneapolis, bus.. | 1,072,430 | 1,196,540 | | 195,960 | 162,830 |
| Ft. William, bus... | 510,375 | 237,727 | | 167,647 | 849,348 |
| New York, bus.... | 194,000 | | | | |
| Winnipeg, bus.... | 653,400 | | | | |
| CLOVER. | | | | | |
| Chicago, lbs..... | 1,293,000 | 1,235,000 | | 842,000 | 784,000 |
| Milwaukee, lbs.... | 500,231 | 385,433 | | 409,535 | 1,726,280 |
| New York, bags... | | | | 5,939 | |
| TIMOTHY. | | | | | |
| Chicago, lbs..... | 4,577,000 | 4,586,000 | | 4,934,000 | 3,780,000 |
| Milwaukee, lbs.... | 1,050,000 | 947,239 | | 160,065 | 290,077 |
| New York, bags... | 2,134 | | | 934 | |
| KAFIR AND MILO. | | | | | |
| Kansas City, cars | 109 | 190 | | | |
| Wichita, bus..... | 14,400 | 4,800 | | 14,400 | 4,800 |
| St. Joseph..... | 3,000 | | | | |

Grain Trade News

Reports of new firms, changes, deaths, casualties and failures; new elevators, improvements, fires and accidents are welcome. Let us hear from you.

ARKANSAS

Little Rock, Ark.—We have just completed a new warehouse, adjoining our plant. It is 60x200 feet, and has a storage capacity of 50,000 sacks of mill feed.—J. F. Weinmann Mfg. Co., by C. B. Raleigh.

CALIFORNIA

Modesto, Cal.—The realty department of the Modesto Bean & Grain Co. is now being conducted under the management of Frank Thompson of Chico.

Whittier, Cal.—F. H. Williams, who has been in charge of the plant of the Globe Grain & Mfg. Co. for about four years, recently purchased the buildings and business of the Whittier branch of the company. He will continue to represent the Globe Co. and will deal in grain, hay, feed and poultry supplies.

CANADA

Winnipeg, Man.—A meeting of the Canadian Grain Standards Board was held Oct. 24 to set the export grain standards for the 1922-23 season.

Port Arthur, Ont.—The first unit of the new elvtr. of Parrish & Heimbecker, having a capacity of 300,000 bus. was opened Nov. 2, and will be operated by Mgr. Tllis.

De Winton, Alta.—A 40,000-bu. elvtr. and seed house has been completed here for Hogg & Lytle of Winnipeg. Two Monitor Grain and Seed Cleaners have been installed.

Winnipeg, Man.—Edward Jones, who has been mgr. of the inspection bureau of the Northwest Grain Dealers Ass'n, was recently appointed general mgr. of the organization.

Toronto, Ont.—Charles & McRostin have formed a partnership. J. E. McRostin was formerly in the flour and feed business here, and Mr. Charles was connected with the Caldwell Flour & Feed Co. of Dundas.

Saskatoon, Sask.—The Hon. James Wilson, who has been in the grain and mlg. business here for a number of years, recently became connected with the J. H. Speirs Co., wholesale grain and seed dealers of this city and Moose Jaw.

Fort William, Ont.—The 8,000-bu. elvtr. of the Bole Grain Co. collapsed last month, the accident believed to be the result of a dust explosion. An adjoining building was also damaged when several thousand bus. of grain broke thru the roof.

Port Arthur, Ont.—Plans are being made for the reopening of the terminal elvtr. of the Davidson & Smith Co. which has been idle. The Inland Seas Grain Co., a newly incorporated firm, has taken over the plant, which will be operated under the management of J. P. Jones, formerly a member of the Dominion Board of Grain Commissioners and also mgr. of the Consolidated Elvtr. Co. of Fort William.

Winnipeg, Man.—For the first time since its organization 15 years ago the United Grain Growers, Ltd., passed its dividend Nov. 6. Altho the company handled one-third of the grain of Western Canada and has 36,000 members its losses on side lines such as farm machinery wiped out the profits on grain, which were not as large as formerly due to many members placing their grain outside the company.

Kingston, Ont.—The only grain elvtr. being operated here is the Commercial Elvtr. owned by this firm, which is a 235,000-bu. house. There is another elvtr. in the harbor here owned by the Canada Steamship Lines which elvtr. has been out of commission for the last two or three seasons. There was some talk this year of resuming operations, but this has fallen thru as the company decided to do nothing at the present time.—Jas. Richardson & Sons, Ltd.

COLORADO

Wray, Colo.—The elvtr. of the Wray Mills Co. of which W. H. Ferguson is mgr. has been completed.

La Junta, Colo.—The La Junta Flour Mill will install an elvtr. in connection with its mill on property recently purchased.

Burlington, Colo.—We are building a 27,500-bu. elvtr. for Jennings & Roller of Wray. It will be electrically operated.—Federal Engineering Co.

Ramah, Colo.—L. Gammon's store and elvtr. is located at this place.—R. B. Liles Grain Co.—It was erroneously reported that the plant was located at Colorado Springs.

Boulder, Colo.—C. W. and Jay M. Rowland of the Boulder Mfg. & Elvtr. Co. have been found innocent of charges of fraudulent acts to preferred creditors made by farmers who are attempting to throw the elvtr. company into bankruptcy.

Hillrose, Colo.—H. H. Connelly, mgr. of the Hillrose Elvtr. Co. was painfully injured last month, but at last reports, he was doing well. He was under a wagon air dump, helping to unload a wagon when the air escaped, and the entire load came down on him.

Greeley, Colo.—The 500-bbl. mill being erected for the Colorado Mfg. & Elvtr. Co. is expected to be in readiness by the first of the year. The company recently completed elvtrs. at Cheraw, Haxtum, Big Bend and Holyoke, Colo., and Winona and Monument, Kan.

IDAHO

Ucon, Idaho.—The plant of the Gem State Mill & Elvtr. Co. Ltd., was slightly damaged by a stroke of lightning recently.

Burley, Idaho.—The plant of the Burley Mfg. & Elvtr. Co. which was badly burned Aug. 30 has been repaired and partially rebuilt and is again in operation.

Montpelier, Idaho.—Frank Miles has bot the stock of the Montpelier Mfg. Co., and will hereafter conduct the business under the name Miles Mfg. & Elvtr. Co.

Jerome, Idaho.—The Gleason Grain Co. is a newly established firm here with E. C. Gleason acting as mgr. The company plans the erection of a 25,000-bu. elvtr.

ILLINOIS

Mounds, Ill.—We will build a warehouse here.—Jones & Co., La Center, Ky.

Ramsey, Ill.—Dr. Lee A. Alderson is planning the erection of a grain elvtr. on his farm.

Kemp, Ill.—We are planning to build an elvtr. here.—E. G. Coon Grain Co., Lovington, Ill.

Champaign, Ill.—I am representing M. L. Vennon & Co. of Chicago, at this place.—J. B. Woodin.

Ashton, Ill.—The East End Elvtr. operated by Bergeson & Stephen, has been equipped with a feed mill.

Morrison, Ill.—M. Kleinschoat & Sons have replaced their custom grinding machinery. Sprout, Waldron & Co. did the work.

Decatur, Ill.—C. W. Brewer has resigned his position with Jas. E. Bennett & Co. and will hereafter be connected with E. W. Bailey & Co.

Windsor, Ill.—C. H. Saxon has purchased the plant of the Windsor Grain Co. from J. H. Wallace who will continue his hay and seed business.

Hutsonville, Ill.—The grain business has been so unsatisfactory of late that our elvtr. has been closed for many weeks.—Hurst Bros. & McNutt.

Decatur, Ill.—Harrison, Ward & Co. have taken over the business of C. P. Cline & Co., and C. P. Cline will act as mgr. for the new owners. T. E. Hamman will retain his interest but will not be actively associated with the firm.

Williamsburg (Lovington p. o.), Ill.—We are building a new office and a corn crib for ear corn. Our firm name is now Bowers & Ather-ton.—R. E. Bowers.

Sullivan, Ill.—J. B. Tabor will be in charge of the elvtrs. here and at Bruce which the Sullivan Grain Co. recently purchased from Ledbetter & Tabor.

Naperville, Ill.—The 20,000-bu. elvtr. being erected for the Boecker Coal & Grain Co. to replace the one that burned some months ago, is rapidly nearing completion.

Dana, Ill.—The safes in the offices of the C. B. Sauer Grain Co. and the postoffice were blown open Oct. 25, by thieves who secured \$300 in cash, some watches and cutlery.

Rutland, Ill.—Frank Z. Ames has asked the circuit court at Ottawa to compel the Rutland Farmers Grain & Supply Co. to transfer to him one share of stock which he has purchased.

Mt. Joy, Ill.—The plant of the Eminence Grain & Coal Co. was slightly damaged by fire starting in the corn crib Oct. 24. The crib became ignited from a bonfire of corn cobs.

Haynes (Illioopolis p. o.), Ill.—George Conover has sold his elvtr. to C. E. Lewis of Springfield and Warren Haynes, who have taken possession and will operate under the name Lewis & Haynes.

Mattoon, Ill.—Our name was changed from the Corn Belt Grain Co. to the Corn Exchange Grain Co. There will not be any change in management.—Corn Exchange Grain Co., R. G. Ernst, mgr.

Forest, Ill.—Benjamin J. Singleton of Decatur, of the firm Rudd & Singleton, elvtr. operators here, has filed a voluntary petition of bankruptcy with liabilities listed at \$23,619 and assets \$10,040.

Richards (Streator p. o.), Ill.—The Richards elvtr. was sold at public auction last month as a result of a partition suit brot by Charles W. Richards against George W. Graham, who purchased the plant for \$21,000.

Lowder, Ill.—The Farmers Elvtr. Co. is building a 20,000-bu. iron clad elvtr. to be equipped with a gas engine, cleaner and sheller. Plans were furnished by the Decatur Construction Co. The company's elvtr. burned last July.

Berwick, Ill.—Farmers in this vicinity are planning the purchase of the elvtr. owned by Mahoney & Underwood and operated as the Berwick Elvtr. Co. If the plant is sold to the farmers, they will operate it on a co-op. basis.

Creston, Ill.—Ralph Lewis and H. W. Colwill have purchased the elvtr. of Guy Parks, and the firm will hereafter be operated under the name Lewis & Colwill. Mr. Lewis was formerly associated with his brother, Charles, in the business.

Niantic, Ill.—The Niantic Farmers Co-op. Co. elvtr. has been sold and is now operated by the Niantic Farmers Grain Co.—Niantic Farmers Grain Co.—A petition requesting the appointment of a receiver was recently filed by the original company.

Arenzville, Ill.—The Sinclair-Schultz Grain Co. has awarded contract for the erection of a grist mill. The elvtr. will also be equipped with a grinder, sheller, sacker and manlift. This was erroneously reported under Virginia, Ill., in this column last month.

Owaneco, Ill.—Michael Jones, an employee of the Farmers Elvtr. Co. was found unconscious in a wheat bin last month after other workers, when missing him, constituted a searching party. He was apparently uninjured by machinery but his condition is considered serious.

Sicily (Pawnee p. o.), Ill.—The circuit court awarded the Sicily Farmers Grain Co. a verdict of \$482.50 in a suit brot against the Chicago & Illinois Midland Railroad Co., for the loss of 11,980 lbs. of wheat. The grain company asked for \$1,000, but the jury decided otherwise.

Arcola, Ill.—Thieves paid their annual visit to the office of the Farmers Elvtr. Co., and left with about \$10 in cash, two checks, a number of insurance papers and the company's charter. The safe was blown open last year, and the interior of the office was rather badly damaged.

Hurlbut (Elkhart p. o.), Ill.—The supreme court has affirmed the decision of the circuit court made last January in favor of the Hurlbut Grain Co. and depriving the Illinois Traction Co. of the right to remove an apparently objectionable grain conveyor of the elvtr. company which runs under the tracks of the railroad. After the first decision, the Traction Co. appealed to the supreme court.

Springfield, Ill.—Frank Schafer, grain dealer of this place, left for Peoria on a motorcycle Nov. 5, and has not returned. All towns between Peoria and Springfield are being searched.

Thomasboro, Ill.—In our recent fire, we lost four coal sheds, two lumber sheds and our stock of lumber. The elvtr. which was filled with grain (1,000,000 bus.), the electric ear corn hiker, containing several thousand bus. of ear corn, and the steam drier, were not destroyed as reported.—Thomasboro Farmers Grain, Lumber & Coal Co., Albert L. Schaefer, mgr.

Manito, Ill.—The elvtr. being erected for the Grangers Elvtr. Co. is of reinforced concrete, oval type, contains eight bins and will have a 30,000-bu. capacity. The elvtr. will have two legs, butterfly dump, 10-bu. Richardson Scale, 15-h. p. F-M Engine. Cost of the house complete is \$14,500. It will be ready to receive grain Dec. 1.—Poole Construction Co., G. Poole.

CHICAGO NOTES.

Joseph Rosenbaum has become associated with Dean, Onativia & Co.

The Board of Trade Fellowship Club gave a banquet and entertainment Nov. 9 at the hotel Sherman.

John E. Earle, an old member of the Board of Trade died this month. His widow and five children survive him.

Lawrence E. Rice, formerly with the Star & Crescent Mfg. Co., is locating at Miami, Fla., where he plans to enter the manufacturing business.

Creditors of W. A. Fraser & Co., who failed about 20 years ago, and who have been in bankruptcy court ever since, received their final 3 per cent dividend Nov. 5.

The new firm of F. W. Donaldson & Co. is a corporation and has taken offices in the Continental & Commercial National Bank building, to handle grain futures only.

The Board of Trade post No. 304, American Legion, will celebrate armistice day, Nov. 11, with a bunco party and dance to be given in the visitors' room of the Board. Members of the Board, their friends and employees will be the guests. Refreshments will also be served.

The following memberships in the Board of Trade have been transferred: A. P. Gaylord, C. E. Kinsman, W. A. Walters, H. K. Copenhaver, R. N. Gardner, E. A. Tietgens, George P. Lamy, D. W. Emmett, Harold D. McCord, Ned M. Freeman and the estates of F. S. Cowgill and Harry Boore.

Simon J. Feeney, who has been acquitted by directors of the Board of Trade of a charge of dishonorable conduct which arose from the case of Harvey Boyer, pit broker who was recently expelled for trading while insolvent, has announced that he will pay all losses sustained, which amount to about \$3,000.

William L. Gregson, who has been temporarily succeeding the deceased Harry Boore as inspector and registrar of provisions for the Board of Trade, was permanently appointed to the position last month. Mr. Gregson has been head of W. L. Gregson & Co. for some years, but he expects to resign from the firm.

The following have been elected to membership in the Board of Trade: Ferdinand F. Jelke, Arthur L. Gustafson, Philip A. Crane, Lawrence J. Nelson, Eugene J. Burke, F. J. Brosnan, J. B. De Lany and Lester Armour, all of Chicago; Harry J. Berry, Indianapolis, Ind.; Edward S. Galloway, New York City, Robert B. McLean, Winnipeg, Canada and George McGrath of Streator, Ill.

Willard S. Gaylord, well known on the Board of Trade, died Oct. 26 at Cromwell, Conn., after having been ill for a number of years. Mr. Gaylord, who was 66 years old at the time of his death, began his career as a grain shipper at Lockport. He came to Chicago in 1882 where he continued in business until 1909 when he resigned because of his poor health. He is survived by his widow.

The Gardiner B. Van Ness Co., operator of grain offices thruout Iowa and Illinois, discontinued business operations Nov. 4. The offices and private wires of the company are to be taken over by the Bartlett, Frazier Co., Herbert J. Blum, vice-pres. of the Van Ness Co. will devote his time to Stein, Alstrin & Co. in which he is a partner, and George Koehl is planning to do a brokerage business. Gardiner Van Ness, retiring pres., has been a member of the Board of Trade since 1896.

INDIANA

Greensfork, Ind.—The Greensfork Elvtr. Co. has filed certificate of dissolution.

Evansville, Ind.—Plans for the establishment of a grain exchange in this city are being made.

Fowler, Ind.—The safe of the Fowler Grain Dealers was blown Oct. 23, but the desperadoes found nothing.

Pikes Crossing, (Lebanon p. o.), Ind.—A new grinder has been installed in the elvtr. of the Pike Grain Co.

Evansville, Ind.—The warehouse of the Independent Hay & Grain Co. burned Oct. 23. Loss \$10,000; insured.

Hamlet, Ind.—The elvtr. of the Hamlet Grain Co. was slightly burned recently. The mill was damaged by fire in July.

Albany, Ind.—The elvtr. of Beach & Simmers was visited by thieves Oct. 25 who vanished with seven sacks of seed and \$2.50.

Dundee, Ind.—The elvtr. of the Urmston Grain Co. was slightly damaged by fire Oct. 24, caused by sparks from a passing locomotive.

Ada (Brook p. o.), Ind.—I am now located here as mgr. for the Farmers Co-op. Co.—C. O. Gifford.—Mr. Gifford was formerly located at La Crosse.

Tocsin, Ind.—Burglars entered the office of the Farmers Grain Co. Oct. 21. The knob was battered off the safe, but all other attempts to open it were unsuccessful.

Poneto, Ind.—About \$200 worth of seed and forty cents were stolen from the elvtr. of the Farmers Elvtr. Co. last month. The plant was burglarized last February.

Indianapolis, Ind.—Plans are now being perfected for the rebuilding of the elvtr. of the Farmers Terminal Grain & Feed Co. which burned Sept. 19 at a loss of about \$40,000.

Cambria (Frankfort p. o.), Ind.—The elvtr. of Ruch Bros. burned Oct. 30. Loss, \$25,000; insurance, \$5,000. The plant was entirely destroyed, but the office furnishings and records were saved.

Bluffton, Ind.—The host of friends of James W. Sale, president of the Studabaker Grain & Seed Co., will be grieved to learn that he is dangerously ill in the Lutheran Hospital at Fort Wayne.

Windfall, Ind.—We deny the report that J. A. Cole was hired as mgr. of our elvtr. Mr. Cole was hired as mechanic. A. D. Doggett is our mgr.—Farmers Grain & Supply Co., Ed. Trimble, sec'y.

Edgerton, Ind.—The Edgerton Grain & Coal Co. is the successor to the Edgerton Co-op. Equity Union Exchange, just changing from an equity to a stock company. We have the same directors and mgr.—J. E. Augspurger, mgr.

La Crosse, Ind.—J. N. McAllister, who succeeded C. O. Gifford April 1 as mgr. here, accepted a position with the Michigan Bean Co. as mgr. of its elvtr. at Fenton, Mich., Sept. 10. The writer, former licensed grain inspector here, succeeded Mr. McAllister as mgr., the inspection department having been closed here Sept. 1.—G. D. Jones, Chatterton & Son.

Indianapolis, Ind.—The following firms have been elected to membership in the Indiana Grain Dealers Assn.: Hart-Maibucher Co., Indianapolis; Morrison-Tegarden Co., Saratoga; Monon Mills, Monon; Thomas A. Grant, Lebanon; A. E. Hartley, Lafayette; and the Vance Hardware & Implement Co., seed dealers of Washington.—Charles B. Riley, sec'y.

Earl Park, Ind.—The Farmers Elvtr. Co. has been made the defendant in a suit brought against it by James and Walter Lowman for the sum of \$5,000 for wheat reported stored in the elvtr. in 1920. The Lowmans raised 2,139 bus. of wheat which mgrs. of the elvtr. agreed to store and ship out. It is charged that the mgrs. shipped out the wheat without the knowledge or consent of the Messrs. Lowman, and that a draft for \$4,000 against the wheat was deposited to the credit of the elvtr. company. It is then alleged that George Benner, whose son was in charge of the elvtr., procured the elvtr. to draw a check against the \$4,000 to pay \$2,700 said to be due the bank on a note signed by George Benner.

IOWA

Estherville, Ia.—We have succeeded Greig & Zeman.—Greig & Son.

Palo, Ia.—The plant of the Palo Live Stock, Grain & Lumber Co. burned Oct. 27 at a loss of \$30,000.

Corley, Ia.—John Plagman has succeeded Pearl Manuel as mgr. of the Farmers Elvtr. Co.

Badger, Ia.—The Farmers Elvtr. Co. has incorporated for \$20,000.

Monona, Ia.—C. L. Taylor is no longer mgr. I have been mgr. of Gilchrist & Co. since Sept. 29.—R. E. Wenger.

Webster City, Ia.—The Farmers Elvtr. Co. is planning to erect an addition to its elvtr. in the spring to cost \$40,000.

Martinsburg, Ia.—M. O. Stone has resigned as mgr. of the Farmers Ass'n which position he accepted about a month ago.

Rippey, Ia.—A 75,000-bu. elvtr. has been completed for the Clark Brown Grain Co., of which J. M. Munson is local mgr.

Coon Rapids, Ia.—We have installed a feed grinder and are doing a big business with it.—William Grettenberg Grain Co.

Des Moines, Ia.—The Farmers Grain Dealers Ass'n of Iowa will hold its nineteenth annual convention here Jan. 23, 24 and 25.

Dakotah, Ia.—New grain storage with a capacity of 12,000 bus. has been erected to the plant of the Dakotah City Elvtr. Co.

Libertyville, Ia.—The elvtr. of A. H. Miller burned Oct. 23. Loss, \$7,000. About 3,000 bus. of grain burned but the loss is insured.

Deloit, Ia.—Thieves entered the plant of the Farmers Elvtr. Co. and succeeded in finding \$60 in cash, a check for \$18.30, and a \$50 registered Liberty bond.

Bristow, Ia.—H. O. Holley has resigned as mgr. of the Farmers Elvtr. Co. at Hawkeye, and will hereafter be located here in charge of the elvtr. of Gilchrist & Co.

Bedford, Ia.—The Farmers Union Elvtr. Co. is being operated under the management of Samuel Robinson of Gravity. It was reported that P. O. Townsend would be in charge.

Gladbrook, Ia.—I. A. Merrill broke his arm when he fell thru an opening in the elvtr. of the Gladbrook Grain & Lumber Co. He was showing a party thru the plant when the accident occurred.

Sioux City, Ia.—The first annual meeting of the Sioux City Grain Exchange was held Oct. 21, resulting in the following election: J. C. Mullaney, pres., T. A. Black, vice-pres., L. C. Button, treas. and J. A. Tiedeman, sec'y.

Boyd, Ia.—The elvtr. of the Farmers Co-op. Ass'n was closed from the 24th to 31st of October for the purpose of installing a new 10-ton Fairbanks Truck and Wagon Scale, also three air lifts and some minor repairs.—R. Henning, mgr. of Grain and Live Stock Dept.

Fontanelle, Ia.—The writer, who has been with the Farmers Co-op. Elvtr. Co. at Anita the past four years, has resigned and will take over the management of the Farmers Co-op. Co. here.—C. H. McDermott, mgr. Farmers Co-op. Co.—Mr. McDermott succeeds L. R. Goff who resigned Nov. 1.

Cedar Rapids, Ia.—Van E. Murrel, son of J. R. Murrel, local mgr. of the Murrel Grain Co. of Iowa City, and a brother of Ray Murrel, grain dealer of this place, was found dead in a hotel at Columbus, Mo., a short time ago. He was 41 years old and was in the theatrical profession. His parents, widow and two brothers survive him.

Hornick, Ia.—Our elvtr. caught fire as reported, from the elvtr. of the Armour Grain Co., which stands about 75 feet from ours. The fire in the Armour plant is believed to have started from an engine spark as there was some switching done a short time before the fire was discovered. I know nothing definite, but think we will rebuild.—H. L. Schmidt, agt. Western Terminal Elvtr. Co.

KANSAS

Shady Bend, Kan.—Benjamin L. Yoke's elvtr. burned Oct. 27.

De Soto, Kan.—The elvtr. of the De Soto Elvtr. Co. burned last month.

Herndon, Kan.—The Herndon Grain Ass'n is erecting a 140x20-foot lumber shed.

Plevna, Kan.—The sum of \$40 was taken from the office of the Plevna Elvtr. Co. recently.

Otis, Kan.—The Farmers Union Co-op. Ass'n has repaired its house.—Otis Lumber & Grain Co.

Raymond, Kan.—The elvtr. of the Kansas Flour Mills has been sold to the Davis Grain Co. of Alden.

Wichita, Kan.—The membership of H. Kaufman in the Board of Trade has been transferred to F. E. Barr.

Caldwell, Kan.—The Hunter Mfg. Co. of Wellington has leased the elvtr. of the Doster Grain Co. at this place.

Winona, Kan.—Elvtrs. here and at Monument have been completed for the Colorado Mfg. & Elvtr. Co.

Tescott, Kan.—Our new 15,000-bu. elvtr. is completed and full of wheat.—Kansas Flour Mills, G. W. Miller, mgr.

Paola, Kan.—We made some improvements on our elvtr. as reported, and also built a new warehouse.—J. C. Fowler.

Troutsdale, Kan.—I resigned as mgr. of the Rock Mfg. & Elvtr. Co. last spring.—E. B. Schmidt, Pretty Prairie, Kan.

Edson, Kan.—We have completed an elvtr. here for the Shannon Grain Co. of Kansas City, Mo.—Federal Engineering Co.

Brewster, Kan.—We have installed a motor and made some improvements for the Derby Grain Co.—Federal Engineering Co.

Wamego, Kan.—I am now mgr. for the Farmers Co-op. Mill & Elvtr. Co.—E. P. Barrett.—Mr. Barrett has succeeded A. W. Hutchinson.

Arkansas City, Kan.—The Missouri Pacific elvtr., owned and operated by the Probst Grain Co., was slightly damaged by fire Oct. 23. Loss \$400, insured.

Coffeyville, Kan.—The elvtr. and storehouse of the Allin Grain Co. burned Oct. 28, the fire also damaging other buildings in the vicinity of the plant. The loss is estimated at \$50,000, partly insured.

Redwing, Kan.—The plant of the Farmers Union Co-op. Grain & Supply Co. was sold at auction last month to P. J. Meyers and Henry W. Bortz, who will continue operation of the business.

Lawrence, Kan.—J. D. Bowersock, Sr., head of the Bowersock Mills & Power Co. died Oct. 27 at the age of 80 years, after an illness of several weeks. He is survived by four daughters, two sons and seventeen grandchildren.

Topeka, Kan.—The Kansas Terminal Elvtr. Co. has incorporated for \$100,000. Members are E. J. Smiley, sec'y of the Topeka Grain Dealers Ass'n, F. D. Speery, M. W., A. G. and C. L. Hardman, F. M. Beverly, F. E. Michaels and J. F. Jones.

Winfield, Kan.—The Winfield Farmers Union Co-op. Ass'n has completed a concrete 20,000-bu. elvtr. which has been opened for business. The plant is 40 feet high, contains nine bins and is electrically driven. The Monolith Builders, Inc., had the contract.

Topeka, Kan.—The Shawnee County District Court has recently appointed Otis Hungate receiver for The United Elvtrs. Co. The company was caught in the declines of 1920 and 1921, and the failures of some of its many correspondents; and was unable to withstand the misfortunes and losses of the reconstruction period. A detailed audit by Robinson, McCoy & Everett, Public Accountants of Topeka, showed there was no mismanagement of the affairs of the corporation by those who were in charge of it.—A. H. Bennett.

The following have applied for membership in the Kansas Grain Dealers Ass'n: Farmers Union Co-op. Co., Kinney, Neb.; Cheyenne Wells Elvtr. Co., Cheyenne Wells, Colo.; W. A. Gridley, Oakley, Kan.; Farmers Co-op. Ass'n, Page, Kan.; Holyrood Grain & Supply Co., Holyrood, Kan.; Beaver Grain & Supply Co., Beaver, Kan.; Lorraine Grain, Fuel & Stock Co., Lorraine, Kan.; Jacob Lebsack Grain Co., Otis, Kan.; Elmore Lumber Co., Elmore, Kan.; Galva Mfg. Co., Galva, Kan.; Farmers Co-op. Union, Lyons, Kan.; Siebert Bros. Canada, Kan.; Farmers Union Co-op. Merc. & Elvtr. Co., Lehigh, Kan.; Friesen Grain Co., Lehigh, Kan.; Miller Grain Co., McPherson, Kan.; Farmers Union Co-op. Ass'n, Carlton, Kan.; Farmers Union Co-op. Ass'n, Lincolnville, Kan.; Elmo Farmers Union Co-op. Elmo, Kan.; Marion Co-op. Equity Exchange, Marion, Kan.; Farmers Co-op. Elvtr. & Seed Co., Hope, Kan.; Farmers Co-op. Grain & Merc. Co., Kipp, Kan.; Ramona Co-op. Elvtr., Vesper, Kan.; Glatzbach Grain & Coal Co., Plainville, Kan.; C. D. Crum, Guy, Kan.; Flagler Grain & Elvtr. Co., Flagler, Colo.; Mosher & Roberts, Flagler, Colo.; Bethune Farmers Elvtr. Co., Bethune, Colo.; Jardon & Co., Baldwin, Kan.; Edgerton Elvtr. Co., Edgerton, Kan. and Hennigh & Fike, Price (Sabetha p. o.), Kan.

Seneca, Kan.—E. D. Allen has leased the elvtr. of the Farmers Co-op. Business Ass'n. Mr. Allen was formerly general mgr. of the plant until he retired the early part of the year.

KENTUCKY

Louisville, Ky.—The Martin Commission Co. is no longer in business.

Maysville, Ky.—We are installing two machines in our grain cleaning department.—R. A. Carr.

Louisville, Ky.—We are not interested in cash grain. We will do a future business.—George T. Wood & Son.

Lancaster, Ky.—J. R. Myers of Scottsville has purchased the Lancaster Flour Mill & Elvtr. Co. and will do a general flour and feed business.—Hudson & Farnau.

Kevil, Ky.—Russell Jones has purchased the entire business of the Kevil Coal & Grain Co. and has formed a connection with Paul Jones under the name of Jones Bros.—Jones & Co., La Center, Ky.

La Center, Ky.—We are remodeling our warehouse for the handling of field seeds. We changed our name from Percy Jones & Co. to Jones & Co. Members of the firm are M. B. Jones, P. A. Jones and E. W. Parks.—Jones & Co.

MARYLAND

Washington, D. C.—Dean, Onativia & Co. of Chicago opened a branch office in this city Nov. 1 which will be under the management of John Callan O'Laughlin.

Baltimore, Md.—The Baltimore and Ohio Railroad Co. has just announced its plans for the reconstruction of its grain elevator facilities at Locust Point. The original plant, which consisted of two wharf type wooden elevators with a combined capacity of more than 2,000,000 bus., was completely destroyed by fire July 2nd, 1922, after being in service nearly 50 years. The reconstruction will be in the form of a concrete elevator of the most modern type, with the most approved safeguards to prevent possible dust explosion. The workhouse will have 1,000,000 bus. storage capacity, equipped with scales, garners, cleaners and clippers with adjacent storage annex which will be 3,000,000 bus. capacity. Arrangements will be made for the future increase of this storage capacity to a total of 8,000,000 bus. The plant will include complete facilities for the drying and cleaning of grain and provision will be made for the unloading of grain from boats. Consideration is being given to the use of mechanical unloaders for the grain received in box cars, but no decision has as yet been reached as to the type of unloader which will be installed. The shipping facilities will consist of galleries and belt conveyors to reach eight berths, four of which will be located on an exclusive grain loading pier, which will be constructed for that purpose, and four on an existing two-story merchandise pier. Provision will also be made so that the gallery system can be extended to reach other piers in the future. The Railroad Company has contracted with the John S. Metcalf Company for the preparation of detailed plans and specifications, and expects upon the completion of these drawings, to secure competitive proposals on the construction work. The work will be under the direction of H. A. Lane, Chief Engineer of the B. & O. R. R. Co., with L. P. Kimball, Engineer of Building, of his staff, having immediate supervision and L. A. Stinson acting as Consulting Engineer.

MICHIGAN

Flushing, Mich.—A. Phillips is now our mgr.—Flushing Elvtr. Co.

Blaine, Mich.—It is reported that the Blaine Co-op. Co. is out of business.

Copemish, Mich.—The Copemish Elvtr. Co. has taken over the elvtr. of C. C. Bigelow.

Emmett, Mich.—The Emmett Local Farm Bureau plans to purchase the elvtr. of Reid Bros.

Coleman, Mich.—A Randolph Direct Heat Bean Drier has been installed in the plant of the Coleman Elvtr. Co.

Grindstone City, Mich.—The Bad Axe Grain Co. of Bad Axe has taken over the grain business of the Wallace Co.

Omer, Mich.—We have purchased the elvtr. of the East Michigan Farmers Elvtr. Co. and will operate it under the name Omer Mill & Elvtr. Co., William Topp, mgr. We have installed a new gas engine.—Holland & Topp.

Milo, Mich.—Brandstetter & Boyle have succeeded the estate of E. W. Stevens, which includes a 10,000-bu. elvtr.

Grand Rapids, Mich.—The Grand Rapids Bean Co. has been incorporated for \$25,000 to conduct an elvtr. business and to deal in grain, hay, potatoes, beans and produce.

Caledonia, Mich.—R. T. French & Sons of Middleville are planning the erection of a 20,000-bu. elvtr. at this place, to be operated in connection with their mill here.

Fenton, Mich.—J. N. McAllister accepted a position with the Michigan Bean Co. as mgr. of its elvtr. at Fenton, Sept. 10, leaving the service of Chatterton & Son of La Crosse, Ind.—G. D. Jones, mgr. Chatterton & Son, La Crosse, Ind.

Three Rivers, Mich.—The writer, who was with the Jones Co-op. Ass'n at Jones for the last three years, was made mgr. of the Three Rivers Co-op. Ass'n Oct. 15, succeeding Lee Barnes.—O. D. Arney, mgr. Three Rivers Co-op. Ass'n.

Battle Creek, Mich.—The Carpenter Grain Co. has purchased a building to be used for grain, flour, feed and hay, and will conduct a milling business in addition to its other interests, to be known as the Carpenter Grain & Mfg. Co. Harry Strong, who has been with the firm for some time, has become general mgr.

St. Louis, Mich.—McFarland & Ryan of Merrill have purchased the buildings of the Bad Axe Elvtr. Co. which escaped the fire that burned the main building last year. The buildings have been repaired and will be used for beans and hay, the business to be conducted by Ben Root of St. Louis and L. Ryan of Merrill.

Charlotte, Mich.—F. M. Baird, mgr. of the Square Deal Co-op. Elvtr. Co., narrowly escaped serious injury while cleaning the elvtr. boot recently. One of the men, not knowing of Mr. Baird's presence in the shaft, commenced operation of the elvtr. and one of the buckets caught Mr. Baird's hand, cutting a finger to the bone.

Adrian, Mich.—The Gratz Grain & Mfg. Co. of Tecumseh recently bot the property of the former Universal Stores Corp. and is planning to open a feed mill and grain receiving station at this point, to be operated under the management of T. A. Firdley of Milan. Plans for the extension of the property and the installation of flour making machinery are also being made.

Jackson, Mich.—The Wagner-White Co. has been out of business about eight months. The J. E. Bartlett Co. sold out to two of its office people, who are now operating under the name Mutual Feed & Grain Co. Mr. Bartlett is operating a brokerage office here, selling feed in car lots.—Stockridge Elvtr. Co.—The business of the Myers-Marshall Grain Co. has been taken over by Chatterton & Son of Lansing, who are reopening their grain jobbing department. Messrs. Marshall and Myers are now in charge of the grain department.

MINNESOTA

Storden, Minn.—J. N. Jordahl is the new mgr. of the Farmers Grain Co.

Wells, Minn.—The plant of the Farmers Elvtr. Co. burned Oct. 23. The fire started from lightning.

Dundas, Minn.—J. E. Code, mgr. of the elvtr. of the Northfield Farmers Co-op. Elvtr. Ass'n, died recently.

Duluth, Minn.—M. A. Sauter, representing the Equity Co-op. Exchange, has applied for membership in the Board of Trade.

Mankato, Minn.—The Commander Elvtr. Co. has completed its new elvtr. here. W. L. Snyder will continue as buyer for the company.

Dodge Center, Minn.—The elvtr. of the Dodge Center Grain Co. operated by Abbott & Son has been equipped with a \$2,000 feed grinding mill.

Little Falls, Minn.—J. L. Bergman of International Falls has succeeded O. I. Romfo as mgr. of the mill and elvtr. here of the Northwestern Mfg. Co.

Reading, Minn.—A. Otterson, formerly mgr. of the Farmers Elvtr. Co. was sentenced to an indeterminate term in the penitentiary when convicted of a charge of appropriating the company's money for his own use.

Montevideo, Minn.—At a recent meeting of the Chippewa Mfg. Co. operator of an elvtr. here. C. A. Sherdahl was elected pres. to succeed R. S. Bacon, and Hans Swanington was elected treas. succeeding J. M. Gordon. Mr. Bacon will remain a member of the board of directors.

Cambridge, Minn.—The Cambridge Produce Co. is operating under the name Allen Mfg. Co. which was incorporated early in the summer. The mill is being remodeled.

Glyndon, Minn.—The Leslie Welter elvtr. that burned was a spud warehouse and cellar.—The Farmers Elvtr. Co. has been closed.—Monarch Elvtr. Co., A. L. Bertholf, agt.

Meadowlands, Minn.—The Meadowlands Warehouse & Produce Co., Inc., has incorporated for \$50,000. Incorporators: John Roth, Charles Olson and Max Schleinitz.

Owatonna, Minn.—The Owatonna Farmers Elvtr. & Mercantile Co. has been incorporated for \$50,000 by F. W. Adams, John Hartle, Sr., A. P. Bartsch and George Parrott.

Duluth, Minn.—The memberships of M. R. Devaney and E. W. Osborne in the Board of Trade have been posted for transfer to E. T. Hurley and J. R. McMillan, respectively.

Duluth, Minn.—New members of the Board of Trade are: R. B. Loring, A. P. Walker, W. H. Gooch, H. D. Wells, M. A. Sauter, F. T. Hurley and J. R. McMillan. The memberships of D. T. Helm, Garfield Meyer, Geo. W. Porter, M. R. Devaney and E. N. Osborne have been withdrawn.

MINNEAPOLIS LETTER.

The elvtr. of the Fruen Cereal Co. burned recently at a loss of \$60,000.

M. J. Pritchard has again become connected with the F. J. Seidl Co. after being out of the grain business for about six months.

John P. Hull, who has been connected with the Northwestern Elvtr. Co. as traveling auditor for a number of years, died Oct. 27. Mr. Hull has been connected with the grain trade for 40 years.

It has been reported that E. L. Welch of the defunct E. L. Welch & Co. has been indicted in connection with the failure of the Security State Bank of Shakopee, Minn. He and the cashier are charged with violating the state banking laws by receiving deposits while knowing the bank was insolvent.

George Duensing, a resident of this city since 1863 and in the grain business for about 40 years, died Oct. 24 at the age of 59 years. He had been a member of the Chamber of Commerce for a number of years and his father, Louis Duensing, with whom he was associated in business, was one of the charter members of the Chamber. Two sisters survive him.

MISSOURI

Odessa, Mo.—J. P. Demoss has resigned as mgr. of the Co-op. Ass'n.

Bunceton, Mo.—W. R. Wilson has resigned as mgr. of the Bunceton Farmers Elvtr. Co.

Fairview, Mo.—F. J. Walton has resigned his position as mgr. of the Farmers Elvtr. Co.

Plattsburg, Mo.—John Mallen has purchased the Plattsburg elvtr. from the Seward Grain Co.

Kahoka, Mo.—The plant of the Kahoka Mfg. & Supply Co. was sold recently to William Overhulser.

Canalou, Mo.—Grabenhorst & Percy have leased the elvtr. here of the Scott County Mfg. Co. of Sikeston.

St. Louis, Mo.—George Batz has applied for membership in the Merchants Exchange on a transfer from William Lothman.

Wayland, Mo.—I managed the Farmers Elvtr. at this place this summer which position I left Oct. 1.—W. D. Bastian, Concordia.

Stover, Mo.—Oat grinding machinery is to be installed in the plant of the Stover Mill & Elvtr. Co. of which H. F. Bauer is prop.

Leslie, Mo.—William Schauf & Son of Beaufort purchased the Leslie Roller Mills at a trustee's sale recently for the sum of \$2,875.

Ash Grove, Mo.—The mill and elvtr. operated as the J. W. Vance Mfg. Co. has been sold to C. A. Messer of the Clover Mfg. Co. who is operating it.

Cameron, Mo.—I did not rebuild my mill and elvtr. after the fire of Apr. 1, so at present, I am out of business.—Cameron Roller Mills, Claud R. Cline.

Lamar, Mo.—The capacity of the Lamar Mfg. Co. is being increased to 250 bbls. daily. R. E. Laughlin recently became a partner with Walter Miller in the firm.

St. Louis, Mo.—The J. L. Frederick Commission Co. has gone out of business. W. R. Spiers, formerly mgr., has become connected with Harrison, Ward & Co.

Maitland, Mo.—J. R. Strader, formerly mgr. of the Farmers Elvtr. Co. at Barnard and the Farmers Exchange at Marysville, has accepted a position with the Farmers Exchange at this place.

St. Louis, Mo.—The elvtr. and warehouse of P. W. Harsh & Co., located in East St. Louis, together with sixteen box cars owned by the Southern Railroad, burned last month. Loss is estimated at \$25,000, partly insured; 14,000 bus. of grain burned.

KANSAS CITY LETTER

Herbert Monks of Goffe & Carkner, also a member of the Board of Trade, was attacked by robbers last month who choked him into unconsciousness, then removed a \$750 diamond.

I have sold my membership in the Board of Trade and my commission business to my nephew, David C. Logan, and C. F. McCord, who have been with me for some time. They began operating under the firm name of McCord-Logan Grain Co. Nov. 1.—D. L. Croysdale.—Mr. McCord has been elected to membership in the Board of Trade.

The Farmers Co-op. Commission Co., which was reported as having closed its local office temporarily, is in fact still operating in this market. F. D. Bruce, of Bruce Bros. Grain Co., is now in charge of the business. The only material change was in the return of A. G. McReynolds, general mgr. of the company, to the office at Hutchinson, Kan.—Cal.

MONTANA

Harlowton, Mont.—Plans are being made to establish a grain inspection office here.

Geyser, Mont.—Joseph Fischer has taken over the grain warehouse of the Farmers Implement Co.

Harlem, Mont.—A 22,000-bu. grain bin was recently completed for the Harlem Mfg. Co. of which R. L. Barton is mgr.

Carter, Mont.—We have rented our plant to the Greely Elvtr. Co.—Carter Farmers Elvtr. Co., M. G. Thorpe, sec'y-treas.

Great Falls, Mont.—J. Watkins has resigned as sec'y of the Northwestern Grain Dealers Ass'n and will hereafter be state grain inspector.

Stevensville, Mont.—The plant of the Stevensville Flour Mill Co., of which H. H. Duncan is mgr., will be temporarily closed to undergo repairing and the installation of new grinding machines.

Great Falls, Mont.—I am now grain inspector for the Rocky Mountain Elvtr. Co. and sample filer for the Royal Mfg. Co. I was formerly grain buyer for the Rocky Mountain Grain Co. at Gordon (Sun River p. o.).—D. G. Williams.

Melstone, Mont.—This company has leased the house formerly operated as the Melstone Grain Co. by J. H. Jessor for a term of five years. We are handling wheat for members of the Montana Wheat Growers only.—Melstone Co-op. Grain Co., James Chittick, mgr.

NEBRASKA

Geneva, Neb.—The Geneva Co-op. Grain Co. has incorporated for \$25,000.

Omaha, Neb.—The Omaha office of the Smith-Vincent Grain Co. has been closed.

Grand Island, Neb.—J. M. Bedient, grain dealer, has removed from this place to Wimbeldon, N. D.

Abdal (Superior p. o.), Neb.—The Farmers Union's elvtr. has been completed and is now operating.

Bloomfield, Neb.—H. F. Cunningham has been found not guilty of violating the warehouse law.

Sholes, Neb.—Robbers bestowed a visit on the office of the William Slaughter Grain Co. recently.

Cook, Neb.—Alfred Vandenberg is the new mgr. of the Farmers Union Elvtr., succeeding Fred Obermeyer.

Gibbon, Neb.—The plant of the Grange Co-op. Elvtr. Co., formerly owned by K. E. Kirk, has passed into the hands of C. W. Leonard and Jay Graham of Kearney.

Oakland, Neb.—The office and other buildings of the Swanson Grain & Coal Co. were moved back from their present location to make room for a gasoline filling station.

Boelus, Neb.—Peter Sorenson has been succeeded as mgr. of the Farmers Grain & Supply Co. by Soren P. Jensen, Jr.

Bellwood, Neb.—It is reported that J. G. Schwartz, agt. for the Nye-Schneider-Jenks Co. has removed from this place.

Norfolk, Neb.—T. R. Smith of Portland, Ore., will have charge of the office of the newly formed Norfolk Grain Corporation.

Crowell, Neb.—The elvtr. of the Nye-Schneider-Jenks Co. has been taken over by Mr. Hollander who is taking it down.

Barney, Neb.—The A. B. Wilson Grain Co. of Nebraska City has awarded contract to C. S. Mort for the erection of an elvtr. at Barney.

Omaha, Neb.—The Nebraska Consolidated Mills Co. is planning the erection of four new concrete tanks, each to have a capacity of 25,000 bus., to cost about \$19,000. Contract has been awarded to the Burrell Engineering & Construction Co.

Kenesaw, Neb.—A verdict awarding \$721.50 was the result of the second trial of the Kenesaw Mill & Elvtr. Co. against George Aufdenkamp for non-delivery of wheat to the elvtr. Suit for \$4,000 was originally brought against the farmer. The first verdict awarded \$500.

Venango, Neb.—The Farmers Union Co-op. Grain Co. purchased the elvtr. formerly owned by the Venango Equity Exchange. M. T. Fredrick has been hired as mgr. A stockholders' meeting was called Oct. 21 at which a quarterly report of the business was given. The report showed that a nice business had been done and a profit realized. After the business meeting a community basket dinner was served. Members of six local unions were addressed by Mr. Osborne, pres. of the Farmers Union of Nebraska. At 5 o'clock, a free oyster supper was served to about a thousand people.—Farmers Union Co-op. Grain Co.

NEW ENGLAND

Greenfield, Mass.—George H. Sanderson, mgr. of W. N. Potter & Sons, grain dealers, married Miss Agnes Patterson last month.

Lynn, Mass.—Fred H. Hight, proprietor of the Hight Grain Co., died recently. He was a native of Athens, Me., and leaves a widow, two daughters and parents.—S.—G. E. Hight writes that E. E. Fell is the new proprietor.

NEW YORK

Mt. Morris, N. Y.—The mill of the Galbraith Mfg. Co. is being remodeled.

Johnstown, N. Y.—The Potter-Miller Co. has incorporated to deal in grain and cereal products. Incorporators: I. F. Potter, William C. Miller and G. W. Potter.

New York, N. Y.—The James Stewart Grain Corporation of Winnipeg, has opened an office here to be under the management of George Bingham, formerly connected with Webb & Kenward, Inc.

Waverly, N. Y.—A. M. Donovan of the Toledo Fuel Co. has sold the Steel elvtr. to the Kasco Mills, Inc. Plans are being made to improve the property, including a 7-story mill building to house the machinery for the manufacture of horse, dairy and poultry feeds.

New York, N. Y.—D. B. Kennedy, partner in the grain business of Clark & Allen, also pres. of Kennedy & Smith, Inc., contractors, died Oct. 23, at the age of 56 years, after being ill almost two years. Mr. Kennedy is survived by his widow and two children. He had been a member of the grain firm for 34 years.

Buffalo, N. Y.—With regard to the six suits brought against him as stated in this column Oct. 25 Geo. E. Pierce writes: "The fact is that the actions referred to were started by a disgruntled employe without the others knowing the true facts of the matter and the answer is that the suits have been withdrawn and the men have been paid. No other issue was at stake."

NORTH DAKOTA

Gladstone, N. D.—M. Booky has opened the elvtr. of the Gladstone Mfg. Co.

Gilby, N. D.—The plant of the Duluth Elvtr. Co. burned recently. Loss, \$25,000.

Blabon, N. D.—The plant of the Monarch Elvtr. Co. burned a short time ago. Loss, \$15,000.

Argusville, N. D.—The National Elvtr. Co.'s plant is being repaired and improved by the T. E. Ibberson Co. This was erroneously reported as in Minnesota last month.

Fargo, N. D.—The convention of the Tri-State Grain Growers will be held here January 16 to 19.

Hettinger, N. D.—The Equity Elvtr. Co. has leased a wool warehouse which will be used for storing grain.

Cuba, N. D.—The plant of the Atlantic Elvtr. Co., containing about 18,000 bus. of grain, burned Oct. 14.

Lisbon, N. D.—The elvtr. of the Dakota Mlg. Co. is not being operated at the present time. The plant burned last April.

Fullerton, N. D.—The plant of the Fullerton Equity Elvtr. Co. was slightly damaged by fire starting in one of the coal bins.

Everest (Wheatland p. o.), N. D.—The elvtr. of the Northwestern Elvtr. Co., containing about 6,000 bus. of wheat, burned.

Wimbleton, N. D.—J. M. Bedient, formerly of Grand Island, Neb., has located here and is operating as the J. M. Bedient Grain Co.

Casselton, N. D.—We are not overhauling. We have had some repairing done, and a suction fan to remove the dust installed in the cupola. —Casselton Elvtr. Co.

Buffalo, N. D.—The elvtrs. of the Farmers Elvtr. Co. and the Great Western Elvtr. Co. burned Oct. 25 at an estimated loss of \$75,000, insured. Both plants were heavily loaded with grain. The Farmers Elvtr. Co. of which M. C. Osman is mgr., is planning immediate rebuilding.

OHIO

New Holland, O.—An elvtr. is being erected for the H. M. Crites Co.

Lima, O.—The Robinson Grain Co. has moved from Deshler to this place.

Cincinnati, O.—E. S. Hollis is no longer connected with the A. C. Gale Grain Co.

Cincinnati, O.—John De Molet, pres. of the Grain & Hay Exchange had his tonsils removed recently.

Lodi, O.—Hiram Plank, mgr. and owner of the Lodi Mills, died Oct. 30 at the age of 86 years.

Loudonville, O.—The plant of the Loudonville Mill & Grain Co. burned Oct. 30 at a total loss; insured. The plant will probably be rebuilt.

Cincinnati, O.—The Cincinnati Hay & Grain Exchange has found a place for itself in the United Bank Bldg., which it will occupy until its new building is erected.

Cincinnati, O.—El. D. Walker has resigned as assistant traffic mgr. of the Grain & Hay Exchange and will hereafter have charge of the traffic department of the Fox Paper Co.

Toledo, O.—A. J. McCoy, representing the Van Dusen-Harrington Co. of Minneapolis, Minn., and the Wyandotte Elvtr. Co. of Kansas City, Mo., recently opened an office here.

Maplewood, O.—The J. M. Pence Grain Co., of which K. Threlkeld is mgr., is now known as the Pence Grain Co. Mr. Threlkeld owns an interest in the elvtr. Mr. Pence is now located at Jackson Center.

Toledo, O.—The Kasco Mills, Inc., of Waverly, N. Y., are the new owners of the Steel Elvtr. New equipment has been installed in the plant and plans are being made for the erection of a 7-story steel and concrete building and a 24x72-foot warehouse.

Jewel, O.—Our elvtr. was completely destroyed by fire Oct. 9, as reported, including all of the contents except the seed. The office, furniture and records were also burned. Plant was insured for \$14,000, which was a total loss. Had about \$7,000 in grain, all covered by insurance. We expect to rebuild an elvtr., about 15,000 bus., at once.—Jewell Grain Co., E. T. Dickey, mgr.

Louisville, O.—Henry Monter has purchased the Orrville Mlg. Co.'s elvtr. which he has rented to George Fladung and William Justice. Mr. Monter is planning to enter the coal business but Messrs. Fladung and Justice will continue in the grain business under the name of Louisville Feed & Grain Co. This was erroneously reported at Orville in this column last month.

OKLAHOMA

Guymon, Okla.—Thomas H. Wilson, local mgr. of the Liberal Elvtr. Co., died Friday, Oct. 13, at the age of 37 years. His death was the result of an acute attack of appendicitis.

Afton, Okla.—J. T. Brackeen of the Afton Flour Mills, whose plant burned recently, is planning to organize a company with a capital of \$6,000, which will operate a 50-bbl. mill here.

Custer, Okla.—B. G. Estill is not with us any more, as reported. I am the present mgr.—Custer Mlg. Co., W. E. Gray.—It was reported that the Custer Mlg. Co. had discontinued operation.

Muskogee, Okla.—J. W. Bower, one of the principal owners of the Muskogee Mill & Elvtr. Co. which was recently leased to the Hardeman-King Co., will retire permanently from the milling business. He and his sons will confine their activity to their grain interests, which include the operation of a line of elvtrs. in this state.

OREGON

Bridewell (McMinnville p. o.), Ore.—The warehouse of the Sam Boyer Co. burned recently. Loss, \$50,000.

PENNSYLVANIA

Philadelphia, Pa.—I am now associated with the firm of George M. Richardson.—Donald McKay.

Treichlers, Pa.—We have just completed a 30,000-bu. elvtr. at our mill. The machinery is operated by electricity.—Mausser Mill Co.

Philadelphia, Pa.—Joseph Haasz, well known as the gatekeeper of the Commercial Exchange, which position he has held for 26 years, died of apoplexy last month. He was 83 years old. John Lynch has been appointed to succeed him.

Philadelphia, Pa.—The Rosekrans-Snyder Co. discontinued business in June and is in no way connected with C. C. Snyder & Co. This firm has not succeeded the Rosekrans-Snyder Co. having organized a new business. C. C. Snyder & Son.—F. M. Rosekrans is now located at Hammond, Ind.

Philadelphia, Pa.—Regarding the report that our Girard Point elvtr. is to be enlarged and that contract for the work has been awarded: this report is without foundation. We do not contemplate increasing the capacity of the Girard Point elvtr. at this time.—Pennsylvania System, G. B. Harley, special agt.

SOUTH DAKOTA

Beloit (Canton p. o.), S. D.—James Carpenter's elvtr. burned last month.

Winner, S. D.—The Rosebud Grain Co. has awarded contract for the rebuilding of its plant that was burned recently to John Sullivan.

Sherman, S. D.—The plant of the Farmers Elvtr. Co., containing 45,000 bus. of grain, burned recently at an estimated loss of \$40,000.

Altamont, S. D.—The Farmers Grain & Lumber Co. does not exist here.—Grange Elvtr. & Supply Co.—It was reported that the Farmers Grain & Lumber Co. would erect a storage building.

SOUTHEAST

Macon, Ga.—Pitney, Beuse & Morgan have gone out of business.

Eufula, Ala.—The receiver of the defunct Eufula Mill & Elvtr. Co. has settled the question of taxes with the State Board of Compromise for \$1,170.

Waynesboro, Ga.—The elvtr. of the Burke County Elvtr. & Marketing Co., which was being erected to replace the plant burned in January, has been completed. Sidney Bates will be in charge.

TENNESSEE

Brush Creek, Tenn.—The elvtr. of the Brush Creek Mill & Elvtr. Co., containing more than 10,000 bus. of wheat, burned last month. Loss, \$30,000; insured. The plant, which is owned by J. C. Barnes and J. B. Ferguson, had recently been equipped with an engine costing \$3,500. The fire is believed to have originated from defective wiring.

TEXAS

Follett, Tex.—The Farmers Grain & Supply Co. has increased its capital from \$10,000 to \$18,000.

Port Arthur, Tex.—Officials of the Kansas City Southern Railroad have announced that the capacity of the railroad's 450,000-bu. elvtr. will be doubled within a few months. This action was contemplated some months ago.

Lampasas, Tex.—The business of the Lampasas Grain Co. has been sold by E. B. Millican to the Central Produce Co.

Amarillo, Tex.—B. C. Netherton of the Great West Mill & Elvtr. Co. married Miss Ruth Haynie of Wichita Falls last month.

Ralls, Tex.—The elvtr. has been closed for the present and business discontinued until the next crop. I am leaving the city.—Alfred A. Grant, mgr. Alexandria Grain Co.

Seguin, Tex.—New machinery has been installed in the plant of the Seguin Mlg. & Power Co. The poultry feed plant was also enlarged and equipped with new machinery.

Waco, Tex.—The many friends of Ben E. Clement of the Clement Grain Co., who has so long and ably served the grain trade, will be pleased to learn that the great state of Texas may send him to Washington to help represent it in the U. S. Senate.

UTAH

Salina, Utah—G. Lorentzen has been appointed receiver for the Farmers Equity Mlg. & Elvtr. Co.

WASHINGTON

Waterville, Wash.—A feed mill has been installed in the warehouse of the MacDonald Grain Co. of which A. R. Dickson is mgr.

Walla Walla, Wash.—Testimony in a hearing by the board of public works to determine warehouse valuations in this district and to determine a basis for fixing grain storage rates in warehouses of Walla Walla, Columbia, Garfield and Asotin counties, was taken last month, and figures, the result of an investigation into the cost of building and replacing warehouses, were given. It is declared that valuations placed by companies on warehouses are too high in many cases, and too high valuations make returns on the investment appear small. Decision will be announced from Olympia.

WISCONSIN

Toppenish, Wis.—The Toppenish Elvtr. Co. has ordered machinery for a starch making plant.

Cochrane, Wis.—Notice of dissolution as a corporation has been filed by the Cochrane Grain & Commission Co.

Fall River, Wis.—The Fall River Co-op. Exchange is the new name of the Fall River Equity Farmers Exchange.

Sparta, Wis.—The elvtr. of the Northern Mlg. Co. burned Oct. 25, the fire believed to have originated from locomotive sparks.

Pulaski, Wis.—Prokopavitz Bros. have installed a Monarch Attrition Mill in the White elvtr., of which they are the proprietors.

Honey Creek, Wis.—I have not rebuilt my elvtr. but I expect to as soon as I can.—J. H. Babcock.—The elvtr. was burned in June.

Sturgeon Bay, Wis.—The Northern Grain Co. has been incorporated for \$10,000 by John W. Simon, Hugh M. Ferguson and Esther Simon.

Wrightstown, Wis.—The A. G. Wells Co. of De Pere, is planning the erection of a 25x60-foot elvtr. and warehouse. Contract has been awarded to William Gerrits.

Amherst, Wis.—Improvements, including the installation of new machinery and increased capacity, have been made on the mill and elvtr. of the Jackson Mlg. Co.

Rice Lake, Wis.—It has been reported that the Western Feed Manufacturers, Inc., of Chicago have taken over the mill and elvtr. of E. Craite & Son with the purpose of establishing a branch warehouse here.

Rhineland, Wis.—A 6,000-bu. elvtr. and a feed mill having a daily capacity of 20 tons, is being erected for the Northern Hay & Grain Co. The plant will be electrically operated and an office and salesroom will also be erected.

Brodhead, Wis.—Pinnow & Hall, who have been operating the mill and elvtr. of the Brodhead City Mills, are planning to buy a building and will conduct business under the name Red Wing Mlg. Co. L. E. Fairman and B. E. Milks will buy the property of the Brodhead Co. which Messrs. Pinnow and Hall have been leasing up to this time.

MILWAUKEE LETTER.

The rate of interest for advances on bills of lading for November has been set at 6% by the Chamber of Commerce.

[Continued on page 637.]

Grain Carriers

CARS of less than 80,000 lbs. capacity must not be overloaded, is an edict from the C. & N. W. Ry.

THE SOO LINE has modified its embargoes on wheat shipments into Minnesota in response to appeals made by mills in that state.

THE WABASH RY. has increased its rates from Kansas City to certain C. & N. W. stations in Wisconsin to conform with other Kansas City lines.

ELEVATORS at Satanta, Kan., have received but one car each during the past month. All four elevators are closed, with 50 per cent of the wheat still in farmers hands.

THE INTERSTATE Commerce Commission has been asked by the Milwaukee Chamber of Commerce to place an embargo on Canadian grain going thru Buffalo and eastern ports of the United States.

AN ORDER has been issued by the American Railway Ass'n to eastern railroads to return to western railroads all box cars on their lines which belong to western roads, even if they must be returned empty.

THE COLONEL, a lake freight steamer from Fort William, Ont., is aground at Waverly shoals with a cargo of 215,000 bus. of wheat. Her position is not dangerous. The accident happened during a heavy fog.

THE C. & A is now absorbing switching charges on all freight from all lines to competitive points in Missouri, and the Rock Island, effective Oct. 31, will absorb switching charges covering cross-town switching.

THE BURLINGTON RY. has established transit privileges at Kansas City, Mo., from stations in Nebraska or Kansas within a radius of 150 miles, on traffic to North Pacific points, California terminals and intermediate territory.

EXAMINER F. W. McM. Woodrow recommended dismissal of I. C. C. No. 13437, Traffic Bureau of Chamber of Commerce of Phoenix, Ariz. v. Arizona Eastern on finding that grain rates from group F. to J. to Phoenix are not unreasonable.

THE EMBARGO on Canadian wheat will not be levied by the Interstate Commerce Commission. The Commission doubts its authority to make such a ruling and is apprehensive over international complications which might arise from such a step.

THE CANADIAN government has not decided whether United States vessels would be permitted to engage in commerce between Canadian Great Lake ports. To do so, coastwise shipping laws would have to be suspended and it is thought it will be done.

THE B. & O. is arranging to restore freight rates between Colorado points and Kansas City and Omaha to the old basis which was in existence prior to Oct. 5. The old basis made reductions in rates from Amherst, Holyoke, Paoli, Haxtun, Dailey and Fleming, Colo., but not to Kansas City.

THE SANTA FE states that traffic originating or received at points on and east of a line commencing at St. Joseph and thence thru Alma, Diamond Springs, Cedar Point, Bazaar, Utopia, Fredonia and Cherryvale, Kan., to Joplin, Mo., will be given transit privileges at Kansas City when destined to Arizona or California.

EASTERN cars can be loaded on western railroads and sent east on any line, and not alone on the line to which the car belongs, is the interpretation of the order issued by the American Railway Ass'n, which stated that western roads should "discontinue use of eastern lines box cars and load to owning lines and to terminal markets where cars will be available for eastern grain."

MEMBERS of the Illinois Commerce Commission plan leaving for Washington to confer with the Interstate Commerce Commission in an endeavor to relieve the car situation in Illinois. A questionnaire sent elevator owners by the commission shows that 60 per cent of the grain in Illinois is still in the farmer's cribs.

NORTHWEST millers are about to use gondola cars to ship their products in, particularly feed. After loading the car, the plan is to cover it with a heavy, waterproof, canvas cover, costing about \$75 f. o. b. Minneapolis. Each mill stencils its name upon the canvas and it is to be returned to it after being unloaded at destination.

REDUCTIONS in rates on bran, wheat, feed and flour from Nebraska, Kansas, Colorado, Missouri and the Missouri River to Pacific Coast terminals will become effective Nov. 30. The average reduction amounts to about 10 per cent. By the new tariff the pre-war differential of 7 cents between rates on flour and wheat will be established.

ELEVEN million bus. of grain is afloat in the Buffalo harbor and 2,400,000 bus. is in transit. Railroads furnished 781 cars for loading Nov. 4. Inability of railroads to handle eastbound grain is having serious effects and it is estimated that 20,000,000 bus. of grain has moved for export via the Welland Canal, which otherwise would have moved by rail.

THE INTERSTATE Commerce Commission in No. 12133, Monarch Mills, v. Central of Georgia Ry. Co., decided that rates applicable on velvet bean meal from points in Alabama and Georgia to Chattanooga, Tenn., were not unreasonable but were unduly prejudicial. The commission prescribed non-prejudicial rates for the future, but denied complainant reparation.

INCREASED rates on beet sugar final molasses from Colorado, Utah and Idaho, to Memphis, Tenn., and Ohio River Crossings were proposed in W. T. L. Docket No. 2221-A. The com'te on traffic of the American Feed Manufacturer's Ass'n opposed the increase and has asked for a hearing on the rates before the I. C. C. Date of hearing has not yet been set.

A HEARING was held Oct. 30 at New Orleans before Examiner H. G. Wagner of the Interstate Commerce Commission on the proposed revision of class freight rates on all railroads south of the Ohio and Potomac rivers and east of the Mississippi. More uniform class rates for corresponding distances in different parts of the southern territory is the goal for which shippers are striving.

EXAMINER Aitchison in a report on further hearing No. 8347, I. C. C., Peoria Board of Trade, v. A. T. & S. F., Director-General, et al., denied reparation on shipments of grain from Illinois points, via Peoria, billed to points in eastern territory under rates found unreasonable in former report 51 I. C. C. 42. As the railroad has revised rates in accordance with former decision, complaint was dismissed.

APPLICATIONS for relief from the fourth section of the Interstate Commerce Act have been passed upon by the Interstate Commerce Commission without hearings. Geo. B. McGinty, sec'y, now sends a notice stating that the relief afforded by the commission without hearings is not final and if any complaints arise against the relief granted, such modification as may be necessary can be given by the commission.

LOSS AND DAMAGE claims as reported by the freight claim division of the American Railway Ass'n, show a decrease in the number of claims filed the first six months of 1922, of 50.7 per cent, compared with the corresponding period last year. Of the total number of all classes filed, grain represented 6.2 per cent, involving 1,649,136 cars. The largest number of claims arose from defective or unfit equipment, or 845,998 cars. Unlocated amounted to 345,938 cars, wrecks, 92,088, errors of employees, 28,560, damage 22,119, rough handling, 16,546, improper loading 10,546, improper unloading, 10,046 and robbery 27,556.

INDIANAPOLIS, IND.—"We urge our members who may be able to buy soya beans in commercial lots to get in touch with parties who will quote prices for shipper's track. The railroads have not made commodity rates on soya beans as yet, neither for intrastate or interstate and we have the matter up with the authorities urging the commodity rate on the same basis as wheat."—C. B. Riley, sec'y Indiana Grain Dealers Ass'n.

JOHN R. MAUFF, sec'y Chicago Board of Trade, appealed Nov. 8 to the American Railway Ass'n in New York for aid in obtaining cars for grain movement in northwestern North Dakota. The American Red Cross of America wired from Minot, N. D., that grain was being stacked on the ground and in temporary sheds, due to lack of cars, and unless relief is soon furnished, farmers will face a heavy loss from snow.

THE AMOUNT of damages awarded H. C. Jones & Co., against the Atlantic Transport Co., has been increased by the U. S. circuit court from \$3,937.27 to \$11,630.36 with 6 per cent interest from April 27, 1921. In March, 1921, the Jones company engaged freight room from the transport company and when the steamer failed to show up, sold the grain at a loss, even tho the transport company offered other space in a different boat.

A FINDING of unreasonableness, coupled with denial of reparation on account of lack of proof is recommended by Examiner C. I. Kephart in his report on I. C. C. No. 13511, Albers Bros. Mfg. Co. v. Director-General, on a rate of 64 cents on corn and oats from western Nebraska and Kansas to Portland, Ore., from June 25 to Oct. 14, 1918. The rates were unreasonable because they exceeded the subsequently established rate of 61 cents.

MILLS should sell on a maximum loading basis in order to secure the full use of cars, states the Millers National Federation. Where this is impossible cars should be double-loaded. To get even mediocre service from the roads it will be necessary to co-operate with the carriers in every way possible. Recent rulings of the railroads not to permit cars to leave their rails cannot help but have the effect of slowing up the movement of traffic, so maximum use of all equipment should be made.

AN INVESTIGATOR is looking into the car situation at Buffalo, to see what can be done to facilitate the movement of cars. The Boston Chamber of Commerce has complained to the Interstate Commerce Commission that cars are being held at Buffalo, even tho demurrage accrues on them, as the elevator operators prefer to pay the demurrage of \$5 per day after the first four days, rather than have the elevator workmen work overtime. The cars thus being held up are causing a shortage in the flour and grain business in New England.

THE INTERSTATE Commerce Commission in Investigation and Suspension Docket No. 1585 decided that the discontinuance of surrender of inbound freight bill as a condition precedent to the application of proportional rate from Minneapolis, St. Paul and Minneapolis Transfer, Minn., on grain originating beyond to Minnesota and Wisconsin lake ports and substituting only a certificate that the grain is to be forwarded, was not found justified and cancelled the proposed schedules. The Duluth Board of Trade, the Cargill Elevator Co. and The Southern Minnesota Mills were complainants.

IN RESPONSE to a telegram to President Harding asking for relief on the box car situation, Pope & Eckhardt Co., Chicago, received the following reply from J. C. Roth, Director of Service: "Washington, Oct. 25. Your telegram to the President which was duly acknowledged has been passed to us for consideration to the end that every possible help might be extended. There is no large percentage of surplus cars on Eastern Roads, in fact, as of Oct. 1 the eastern region as a whole has 94.2 per cent of its box car ownership on line. Constant pressure is being maintained with a constant flow of cars

westward and into possession of western roads for originating territory."

DIRECTOR-GENERAL of Railroads won a suit against the Brooks-Bedell Grain Co., after three years' fight, for \$266.05 the value of 9,000 pounds of white corn. The defendant received a car of white corn weighing 101,870 pounds and is alleged to have consigned the car to the Union Grain Co. as 110,870 pounds. Upon finding a shortage the Union Grain Co. made claim for recovery of 9,000 pounds.

To ESTABLISH uniform rules governing the thru rate on wheat products under the tariff on commodities is on the docket of the Western Trunk Line Com'te to be discussed at a hearing. "Wheat or articles taking wheat rates" is the point under consideration. Bran, middlings and shorts are made from wheat, but are included in the corn rate list and where transit tariffs provide that the transit rate will be the rate applying on the products moving from the transit point, wheat will be hauled into the transit station, but the net result would be the application of the corn rate from point of origin to destination. The rule is not uniform at present on all lines.

Traffic League Convention Docket.

The annual meeting of the National Industrial Traffic League will be held at the Hotel Commodore, New York, N. Y., Wednesday and Thursday, Nov. 15 and 16, 1922.

Reports of the accomplishments of twenty-one com'tes for the past year will be given, among which are Bill of Lading Com'te, C. B. Heinemann, chairman; Car Demurrage and Storage Com'te, W. H. Day, Jr., chairman; Diversion and Reconsignment Com'te, H. D. Rhodehouse, chairman; Freight Claims Com'te, Geo. A. Blair, chairman; Legislative Com'te, R. C. Fulbright, chairman.

The Legislative com'te will cover nineteen subjects of vital interest to the shipping world. Most important among the subjects are Penalty for Delay in Paying Freight Claims; Claims against Telephone, Telegraph and Cable Companies; Bills of Lading Act and Refund of War Taxes on Overcharges and Awards of Reparation.

The sessions for business will be held at 10:00 a. m. and 2 p. m. each day, and on the evening of the first day a banquet will be given in the honor of all those present.

Will Police Application of Proportional Rates.

At the conference in Chicago, Ill., Oct. 26, interested grain shippers and W. V. Hardie, director of traffic of the Interstate Commerce Commission, considerable progress was made in evolving rules for the application of proportional rates on grain, seeds and their products.

It is likely that no further conferences will be held, and almost certain that before Jan. 1, the carriers will file tariffs putting rules into effect.

As to time limit it probably will be 12 months.

The emergency clause for grain in store beyond the one year period is not likely to be granted.

H. A. Feltus of Minneapolis made a suggestion looking toward a daily cancellation of billing.

The emergency clause desired by shippers at Western terminal markets reads as follows:

"No freight bills or tonnage credit slips will be validated older than one year from date of issue, except where the total weight of the commodity exceeds the total weight of the aggregate expense bills dated within one year, in which case the newest expense bills over one year old may be used to protect the total weight of the tonnage actually on hand. The transit operator will be required to make a sworn statement that such expense bills over one year old are expense bills carrying the most recent date in hispossession.

New Equipment for Railroads Exceeds Old Marks.

Orders have been placed by railroads of the United States for 122,953 new freight cars and 1,792 locomotives from Jan. 1 to Oct. 15, statistics from the *Railway Age* show.

The number of cars ordered for the ten years ending with 1921, averaged 106,469 per year. The locomotives averaged 2,118 per year for the same period.

Cars and locomotives scrapped annually during the same ten years averaged 76,760 and 1,615 respectively.

Improvement of equipment is rapidly going forward but it will be some time before conditions again equal prewar days on the railroads.

Toledo Switching Rates Reduced.

Railroads coming into Toledo have consented to reduce their switching charges by the 10 per cent ordered on all rates by the Interstate Commerce Commission on July 1, the new rates at Toledo to become effective Jan. 1, 1923. This will mean a saving of approximately \$25,000 to shippers of the city.

After L. G. Macomber, traffic commissioner, filed a suit with the Ohio Public Utilities Commission to clear the chaotic character of switching rates in the city, the railroads agreed on a compromise settlement which became effective on Feb. 10.

Then came the 10 per cent reduction ordered by the Interstate Commerce Commission and the railroads just put that into effect on the single line switch charge.

After several conferences in which it was suggested that possibly the commercial interests and shippers would take the matter before some tribunal for settlement the railroads affected the settlement by agreement to lower the rates.

The new rates effective with the new year will be 38 cents a ton for one line haul; 45 cents a ton for two-line haul; 54 cents a ton for three-line haul; and 63 cents a ton for four-line haul.

The team track charge is \$1.80 for a minimum of 30 tons with the exception of livestock for which there is a minimum of 25 tons.

The intra-city switching rates for many years prior to this year had been in a muddled condition with some railroads charging on a tonnage basis and others assessing reciprocal switching charge much the same as in a road-haul movement.

This produced discrimination between railroads and between industries making it difficult for one industry to compete with another and almost impossible for the user of the service to determine his rates.

Shippers now have a uniform system of rates based on tonnage and have received the reductions necessary to bring the Toledo rates into favorable comparison with similar services in other cities.

GRAIN TRADE NEWS

[Continued from page 635.]

William P. Vollert, a member of the Chamber of Commerce, died last month.

According to the weighing department of the Chamber of Commerce, car 507906 of the C. M. & St. P. Ry. showed an outturn weight of 130,720 lbs. of barley which is equal to 2,723 bus. 16 lbs. The barley was received by Runkel & Dadmun, and is said to be the largest car of barley ever unloaded here.

Application for designation as a "contract market" under the provisions of the Grain Futures Act of Sept. 21, 1922, has been granted to the Chamber of Commerce. This action will make necessary the amendment of the rules of the Chamber by changing Rule 36, the "Contract Market Rule" so as to make it refer to the Grain Futures Act instead of the Future Trading Act, the Supreme Court having declared that the latter is unconstitutional with respect to its regulatory features.

Changes in Rates

As shown by tariffs recently filed with the Interstate Commerce Com'n the carriers have made the following changes in rates:

C. & E. I. in Supplement 3 to 650 gives joint and proportional rates on grain, grain products and grain by-products from stations on the C. & E. I., East Joliet, Ill., to points in Alabama, Florida, Louisiana and Mississippi, effective Dec. 1.

A. T. & S. F. in Tariff 7481-I gives joint and proportional rates on grain products and seeds from stations in Colorado, Kansas, Missouri, and Oklahoma, also Superior, Neb., to points in Alabama, Arkansas, Kansas, Louisiana, Missouri, Mississippi, Oklahoma, Tennessee and Texas, effective Dec. 1.

A. T. & S. F. in Supplement 2 to 5655-A gives joint proportional rates on grain, grain products and seeds from points in Missouri, Kansas, Oklahoma, New Mexico, and Texas; also Superior, Neb., to Galveston, Houston, Texas City, Beaumont, Orange, and Port Arthur, Tex., effective Nov. 27.

C. R. I. & P. in Supplement 4 to 28405-E gives local, joint and proportional rates on hay, straw and corn husks, from stations in Arkansas, Colorado, Kansas, Louisiana, Nebraska, New Mexico, and Oklahoma, also Joplin, Mo., to Little Rock, Ark., Memphis, Tenn., New Orleans, La., Texarkana, Ark.-Tex., and other stations in Alabama, Arkansas, Louisiana, Mississippi, Missouri and Oklahoma, effective Nov. 14.

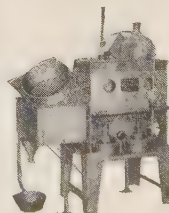
C. R. I. & P. in Supplement 9 to 10389-G gives local, joint and proportional rates on grain, grain products and seeds from St. Louis, Mo., East St. Louis, Alton, Quincy, Ill., and Hannibal, Mo., to stations in Illinois, Iowa, Minnesota, Missouri and South Dakota, also Armourdale (Kansas City, Kan.), Atchison and Leavenworth, Kan., also on grain and grain products from stations in Iowa, Minnesota and South Dakota to Cairo, Thebes, Ill., Evansville, Ind., and Louisville, Ky., when destined to South-eastern and Carolina territories, effective Dec. 1.

C. R. I. & P. in Supplement 9 to 22000-G gives local, joint and proportional rates on grain, grain products and seeds from Chicago, Moline, Peoria, Rock Island, Ill., Burlington, Clinton, Davenport, Keokuk, Muscatine, Ia., Minneapolis, Minnesota Transfer, St. Paul, Minn., to stations in Illinois, Iowa, Minnesota, Missouri and South Dakota, including Kansas City, St. Joseph, Mo., Council Bluffs, Ia., Armourdale (Kansas City, Kan.), Atchison, Leavenworth, Kan., Albright, Omaha and South Omaha, Neb., effective Nov. 15.

C. R. I. & P. in Supplement 8 to 28675-E gives local, joint and proportional rates on grain, grain products, broom corn, alfalfa cake and meal, linseed cake and meal and seeds, between Chicago, Peoria, Rock Island, Ill., Council Bluffs, Ia., Kansas City, St. Joseph, St. Louis, Mo., Minneapolis, St. Paul, Minn., Omaha, Neb., and stations taking the same rates, also stations in Colorado, Illinois, Iowa, Kansas, Minnesota, Missouri, Nebraska, Oklahoma and South Dakota and stations in Colorado, Kansas, Nebraska, New Mexico, Oklahoma and Texhoma, Tex., effective Nov. 10.

SEEDBURN QUALITY

(Trade Mark)



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Special 4-in-1 Percentage Scale, Grain Triers, Sample Pans, Dockage Sieves, etc.

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Seed Trade Reporting Bureau
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Patents Granted

1,431,978. Seed Drier. Milton S. Nesbitt, Payette, Idaho. The seed drier comprises of a frusto-conical screen cylinder, means to support and revolve the cylinders on a vertical axis with its small end upwardly, and means to distribute wet seed upon the inner wall of the cylinder adjacent the top thereof.

1,433,366. Conveyor. Walter Geist, Milwaukee, Wis., assignor to the Allis-Chalmers Mfg. Co., Milwaukee, Wis. The conveyor consists of, in combination, a member, a pair of space projections associated with the member, a blade associable with the member adjacent to the projections, and means for distorting the projections to urge the blade toward the member.

1,431,969. Platform for Wagon Scales. Joseph J. Magrady, Chicago, Ill. The platform for vehicle scales consists of a series of lengthwise disposed supporting beams, a plurality of transversely disposed deck sections resting on the beams, each section including a series of spaced parallel beams, battens beneath and connecting the beams of each section, and fastening means engaging the end sections.

1,433,754. Grain Elevator. Richard C. Stone, St. Louis, Mo. The grain elevator has a vertical elevator leg provided with a grain inlet at its lower end and a grain outlet at its upper end, the elevator leg also having an air inlet at its lower end and a dust outlet at its upper end, and a wind-actuated ventilator whereby air is drawn into the elevator leg thru the air inlet and discharged from the elevator leg thru the dust outlet.

1,433,058. Grain Car Door. Henry W. Wolfe, Stella, Neb. In combination with a car body having a door opening, the floor of the car being provided with a recess adjacent the center of the door opening, of a center post hinged at its upper end to the car body, the lower end of the post being adapted to be disposed within the recess, the post being provided intermediate its ends with a hinge, a pair of complementary door sections hinged to the car body and adapted to cover the lower portion of the door opening, a bolt mounted in the post, means carried by the inner end of the bolt for forcing the doors to and maintaining them in closed position, and means carried by the outer end of the bolt for effecting the initial opening movement of the doors.

1,432,002. Conveying Belt. Jere L. Wentz, Passaic, N. J., assignor to the Portable Machinery Co., Inc., Passaic, N. J. In combination with a conveying belt is a flexible flight carried thereon substantially at right angles to the face of the belt, and a rigid anchoring member having a portion thereof parallel to and secured to the flight and another portion parallel to and attached to the belt.

1,432,078. Alarm for Grain Elevator Bins. Albert O. Miller, Porter, Minn. The alarm device consists of a means for actuating the alarm, a trip device for controlling the means, consisting of a pivoted arm, a pawl and a bell crank lever, an adjustable weight on the bell crank lever and a flexible member for operating the bell crank lever to actuate the trip device and permit the alarm's actuating member to sound the alarm.

1,432,295. Animal Feed and Process of Making the Same. Geo. Laird, Cedar Rapids, Ia., assignor to the Quaker Oats Co., Chicago, Ill. The process of making a balanced ration for live stock consists of adding to a mixture of feedstuff comprising oat meal mill by-product, a sufficient quantity of molasses to restore the moisture lost by the oat meal mill by-product during the process of oat milling, then mixing these ingredients and ultimately milling the product to promote homogeneity.

1,433,390. Conveyor. Wm. H. Lieber, West Allis, Wis., assignor to Allis-Chalmers Mfg. Co., Milwaukee, Wis. The conveyor consists of, in combination, a tube having an elongated recess extending transversely thereof and an ear located laterally adjacent to the recess, a blade having a single central inwardly extending projection engageable with the recess to positively prevent displacement of the blade around and along the tube, and means connecting the ear and the blade to prevent displacement of the blade away from the tube.

1,432,486. Bag Holder. Jolly L. Morris, Crafton, Pa., assignor The Morris Automatic Scale Co., Crafton, Pa. In combination with a platform and spaced struts of a sleeve having ears embracing the struts, means to maintain the sleeve at vertically secured, adjusted positions upon the struts, and an arm offset from the sleeve yielding radially relative thereto and provided at its outer extremity with means co-acting with the sleeve for supporting a bag in open position about the sleeve and the extremity of such yielding member.

1,431,046. Corncrib Ventilator and Drier. Geo. W. Robertson, Culpeper, Va. The corncrib structure has side walls, formed of spaced slats, stringers carried by opposite walls and arranged in pairs in superposed spaced relation, a plurality of removable bars spanning each pair of

stringers, staples inserted in the upper edges of each pair of stringers and serving as spacing means for the bars, and staples inserted in the under faces of the bars adjacent their ends and bearing laterally against the stringers to preclude longitudinal movement of the bars.

1,431,205. Method of and Apparatus for Separating. Wm. A. Worth, Petersburg, Va., assignor to Riverside Peanut Co., Petersburg, Va. The method of separating consists of forming a bed of mixed materials, feeding materials in a stream to one end of the bed, imparting to the bed a composite horizontal and vertical reciprocatory motion, removing the particles of greater specific gravity at the discharge end, and the particles of lesser specific gravity at the other end of the bed, and moving the particles adjacent the entrance end of the bed at a less speed than at the discharge end thereof.

1,434,134. Grain Elevator. William McMeans, West Liberty, Ia. The grain elevator has a drive-way framework, an endless bucket elevating means, means for adjusting the elevating means into operative and inoperative positions, means applied to the receiving end of the drive-way framework for initially transferring the grain to the elevating means, and means co-operative with the framework drive-way for tilting a grain loaded conveyance to discharge the grain into the initially transferring means, the elevator having a member adapted to travel upon the framework and adapted to co-operate with the grain transferring means as the elevator is actuated.

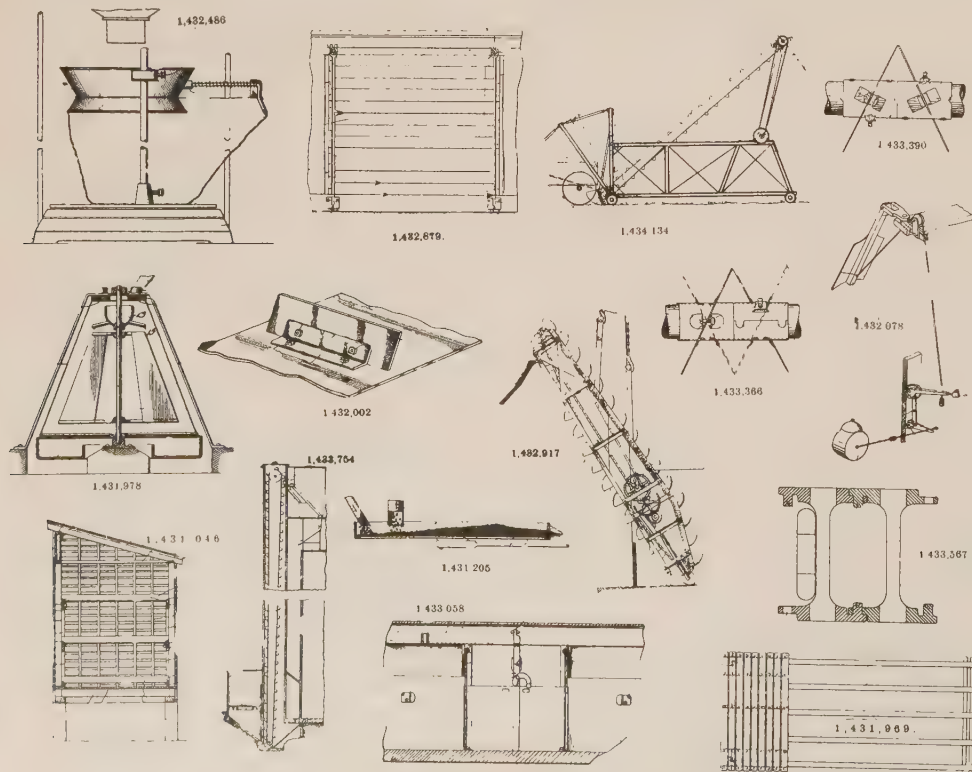
1,433,567. Chain for Bin Dischargers and Conveyors. Arnold Redler, Sharpness, England. The chain is composed of links, comprising at least one transverse member, a plurality of longitudinal parallel members rigidly connected to said transverse member and projecting on either side beyond the body of the link as constituted by the transverse member, the projecting ends of the longitudinal members on the same side of the transverse member being alternately provided with a projecting pin and with an eye respectively, the pins and eyes being adapted to engage corresponding eyes and pins provided on the projecting ends of the longitudinal members of the next link.

1,432,879. Grain Door. Carl H. Licht, Rushmore, Minn. The grain door is mounted in the opening of a car and has a pair of members secured to the car body at points below the opening and adjacent its ends, the members having slots T-shaped in cross section, a pair of normally bowed spring rods having T-shaped lower ends engaging said slots for detachably connecting the rods to the members, the upper ends of the rods having forks, bolts projecting outwardly from the car body at points above the door opening and adjacent to its ends and which are straddled by the forks, washers upon the bolts, and means on the bolts for holding the forked ends in place.

1,432,917. Portable Bucket Conveyor. Arthur L. Shaw, Chicago, Ill., assignor to Chicago Automatic Conveyor Co., Chicago, Ill. The conveyor comprises two parallel side frame elements spaced apart and held together by suitable means, the elements being deeper near the receiving end to form a knee and tapering therefrom toward both of their respective ends, each element having upper and lower longitudinally extending members, the upper members being bent to form said knee, and the lower straight members downturned at the receiving end to form feet upon which the conveyor rests when in operation, said feet permitting the conveyor buckets to pass; a continuous back plate extending between and secured to the upper frame members, bent to conform to the knee, the plate downturned at both its ends; a pair of chains supported on and guided by the back plate and movable thereon toward the delivery end; a series of buckets secured at intervals to the chains and arranged to be moved around the frame under the structure and between the feed and means to drive the chains.

ONLY 500,000 of the 3,500,000 barberry bushes discovered in Wisconsin are left as a result of a war waged upon them.

GERMAN agrarians desire a revision of the grain requisition law of July 4. The price fixed at that time was 7,400 marks per metric ton, and while it is too late to change the price for the first installment, it is believed it will be changed before the next lot of grain falls due. They want the price increased to agree with the market prices.



Death of John B. Foote.

His many friends and acquaintances will be deeply shocked to learn of the death of John Bergoyne Foote. Mr. Foote who was president and treasurer of Foote Bros. Gear & Machine Co. was known all over the country not only for his skill as a gear maker and inventor for transmission and other machinery and for his keen interest in anything that would further efficiency in machine operation, but because of his many acts of helpfulness to others not so fortunate as he.

Just two days before his death, Mr. Foote presided at a banquet given by the American Gear Manufacturers Ass'n, in which he was a very active member. Mr. Foote was the pioneer in making cut-steel, case hardened, tough cored gears for heavy duty work. He was one of the first to invent and build enclosed types of transmission for reducing electric motor speeds. He shared with Henry Ford the honors of pioneering the present light weight type of farm tractor and in this connection he was the inventor of the enclosed transmission and live axle drive. He was also the inventor of numerous automatic machines for making cans and was regarded as a foremost authority on special machinery.

But not only was Mr. Foote interested in everything that made for greater industrial efficiency; he was intensely interested in all things that tended toward the betterment of humanity. His many charitable acts both to friends and strangers testify to his great, broad mind and generosity.

John B. Foote was a true Chicago product and a self-made man. He began at the age of 14 as a die setter for the Chicago Stamping Co., and was made foreman of the press and stamping room of the Cragin Mfg. Co. when only 17. Successively he was die and tool maker for Norton Bros. (now the American Can Co.); superintendent of machinery for Cragin Mfg. Co.; in charge of the machine shop of the American Co.; and designer and builder of special machinery for Fisher Manufacturing Co.

From 1893 to 1904 John B. Foote was a partner with D. O. James in the firm of James & Foote, manufacturers of cut gears. In 1904 a disastrous fire wiped out all but the goodwill of the concern. Then he organized Foote Bros. Gear & Machine Co., which speedily became one of the biggest and best known gear concerns in the country.

John B. Foote was also a director of the Barton Spider Web Re-Enforced Concrete System; president and director of Illinois Tractor Co.; treasurer of American Tractor Assn.; director of American Gear Mfrs.

Assn.; member, Society of Automotive Engineers.

He is survived by his widow, Aimee W. Foote, and his brother, Bradford Foote, who will continue the business of Foote Bros. Gear & Machine Co.

Unfair Claim Practices of the C. B. & Q. R. R.

BY OWEN L. COON.

The freight service inspectors or claim adjusters of the C. B. & Q. R. R., apparently with the knowledge of freight claim officials of that railroad, are resorting to practices not only unworthy of the railroad they represent, but as well unfair to the shippers from whom they derive their revenue. Great caution should be observed by shippers in dealing with these railroad representatives. They use a variety of measures to make unfair, one-sided settlements. In one case, a shipper in Kansas was told that if he did not accept a low offer of settlement, the railroad would force him to come to Chicago and bring all of his records for a long drawn out trial as the suit on the claims was pending there, when as a matter of fact the railroad could not force him to come at all unless he so desired and the evidence he had to submit in the case could be submitted by appearing before a notary public in his own town, and answering a few simple questions. The shipper, frightened by the statement of the freight service inspector, accepted the settlement and learned of the true condition of affairs later from his attorney.

In another instance, in Iowa, a shipper was persuaded to make a low settlement upon condition that the fees of his attorney in handling the claims in suit would be paid by the railroad in addition to the amount paid him, and that the attorney's consent would be obtained to the settlement. Notwithstanding these representations, the attorney was never consulted, and his fee never paid, but a voucher forwarded direct to the shipper with a general release attached to it, releasing the railroad from all claims from the beginning of the world down to date, whether considered by the shipper with the freight service inspector or not. It was supposed that the release would be signed and the voucher cashed by the shipper without consulting the attorney and the railroad was to do that under the settlement arrangement. The railroad with the general release in its possession could then leave it up to the shipper to pay the attorney's fees out of the amount he received instead of the railroad paying it in addition to the amount the shipper was to receive as agreed. Fortunately, the plan was frustrated.

These two incidents are a few of the many that show the extent to which the C. B. & Q. allows its freight service inspectors to go in forcing unfair settlements down the throats of their revenue producing patrons. It is regrettable that the officials of such railroads as the C. B. & Q. R. R. allow such practices. Shippers must use caution in dealing with this railroad. My advice is to refuse to make any settlement with the adjusters. If they spend the time and money to come and see a shipper behind his attorney's back, he can be certain that it is not for his benefit.

ROUMANIA's wheat crop is estimated at 74 million bus. now instead of 88 million bus. as estimated last July. The expected surplus of 7 million bus. has been wiped out and as a result the Government has placed a maximum internal selling price of about 45 cents per bu. on wheat and has prohibited exports, except by the Government.

SECTIONS of France which suffered during the war are rapidly approaching pre-war conditions. Of the 331,000 hectares (2.47 acres each) laid to waste, 330,000 have this year grown crops. While the acreage of rye, wheat and oats is but 85 per cent of pre-war times, potatoes and beets as well as barley are superior in production to that of 1912.

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John B. Foote, Deceased.

Meddling Politicians to Blame for Car Shortage.

We see little hope for any material increase in the car supply. Car loadings on United States' railroads for the week ending October 21st totaled 1,000,000 cars; this total has been exceeded only five times in history. Therefore, in view of the general rail situation it is scarcely logical to anticipate any material increase from that total. There is an immense amount of business, other than grain business, begging for cars; the difficulty is that the development of the railroads has not kept pace with the development of the nation's business.

When the country suffers in this way from government interference with business enterprise, why do Washington politicians persist in their policy of interference? Someday, the people may awake to the cause of the evils which beset them. When that day comes, we shall see a different type of politicians in Congress.—Hulburd, Warren & Chandler.

Supreme Court Decisions

"S/D, B/L"—The courts of this state will take judicial knowledge that the abbreviation "S/D, B/L" in a contract of sale means sight draft—bill of lading attached.—Attalla Oil & Fertilizer Co. v. Goddard. Supreme Court of Alabama. 92 South. 794.

Landlord's Lien.—One purchasing from a tenant property subject to landlord's lien is not liable to the landlord, where he still has the property, and there is nothing to show that it is not still subject to the lien, and available for its satisfaction.—Griffis v. Wilson. Court of Appeals of Alabama. 92 South. 907.

Brokers.—A cotton broker, dealing with another broker in purchasing cotton on margin, under an agreement of which the by-laws of the New York Cotton Exchange were made a part, created the relationship of debtor and creditor, and not a fiduciary relationship, and hence the broker, failing to return moneys on demand, could not be held criminally liable, under Penal Law, § 1290, subd. 2.—Rosenberg v. Hanley. Supreme Court of New York. 196 N. Y. Supp. 194.

Suit Against Initial or Delivering Carrier.—Where, in an action against a railway company for failure to deliver certain goods, plaintiff might have pursued the initial carrier, who is liable under the statute, with greater advantages as concerns the burden of proof, his right of recovery is not affected because, instead, he sued the delivering carrier provided that he proves that the loss occurred on defendant's line.—Southern Ry. Co. v. J. H. White Merc. Co. Supreme Court of Alabama. 93 South. 395.

Fire from Locomotive Engines.—In an action for damages to a warehouse by fire started by an engine, evidence of a fire communicated to an old warehouse by an engine some six or seven years previous, with no showing that it was the same engine or even same class of engines, was too remote to be admissible. In an action for damages for fire started by an engine, it was error to give instructions which simply required the jury to find that it was more probable that the fire was communicated by the engine than from some other source; the burden being on plaintiff to positively establish the fact by a preponderance of the evidence.—Farmers Elevator & Grain Co. v. Hines, Director-General of Railroads. Supreme Court of Missouri. 243 S. W. 140.

Carrier Liable for Cash Value of Shipment Sold on Credit.—Where carrier delivered potatoes without B/L to buyer to whom shipper had sold potatoes, after a part thereof had rotted because of nonarrival of B/L, without requiring the buyer to pay therefor, the shipper's refusal to collect check sent by the buyer for unrotted potatoes, without agreement on shipper's part to release the carrier and look to buyer for payment, did not entitle the carrier to credit for amount of check on amount for which it was liable to the shipper for delivery of goods to buyer. Where carrier was required to sell perishable goods because of nonarrival of B/L, it had no authority to sell the goods on credit, and was required to account to shipper as if it had received the cash value of the goods.—Merchants & Miners Transp. Co. v. Branch. U. S. Circuit Court of Appeals. 282 Fed. 494.

Ticket-Holders Have Prior Right on Warehouseman's Bond.—Where a bankrupt warehouseman had insufficient grain on hand to satisfy outstanding storage tickets, and the amount of his bonds would be insufficient to pay the balance due holders of such tickets, no part of the surety's liability could properly be applied to the payment of general creditors, and the trustee in bankruptcy was not a necessary party to the action on the bonds. Holders of storage tickets for grain stored with a bankrupt warehouseman, who did not have sufficient grain on hand to satisfy outstanding tickets, did not waive their right to the security furnished by the warehouseman's surety bonds by filing and proving their claims in the bankruptcy court; the surety's liability not constituting "property of the bankrupt," within the Bankruptcy Law (Comp. St. §§ 9585-9586).—Sommer v. Interstate Surety Co. Supreme Court of South Dakota. 189 N. W. 679.

Measure of Damages for Breach of Contract.—A construction of a contract of sale as permitting the seller, notwithstanding the buyer's express repudiation of his obligation to take the flour and express refusal to give shipping directions, to treat such repudiation as equivalent to a request for an extension of the time for performance for an indefinite succession of 30-day periods until the seller should itself elect to terminate it, is so manifestly unreasonable that it must be presumed it was not intended. Under a contract for the sale of 100 barrels of flour to be shipped from time to time but not later than November 1, 1920, if the seller was ready and willing to make delivery on November 1st, and the buyer without sufficient justification neglected or failed to receive the flour, the seller was entitled to damages, consisting of the difference between the contract price and market price at the stipulated time and place for delivery.—New Prague Flouring Mill Co. v. Sprague. Supreme Court of Iowa. 189 N. W. 815.

State in Which to Try Suit on B/L.—Since the original Judiciary Act was amended, so as to confine suits which might be removed to those of which courts of the United States had original jurisdiction, all jurisdictional facts must be alleged to sustain a petition for removal, and a cause must be remanded, where the action was brought by the assignee of B/L, and the petition does not show diversity of citizenship between the defendant and the original party to the B/L. A B/L is a "chose in action," within Judicial Code, § 24, subd. 1 (Comp. St. § 991), providing that the District Court shall not have cognizance of any suit to recover upon any promissory note or any chose in action in favor of an assignee, unless such suit might have been prosecuted in such court if no assignment had been made, so that a suit by an assignee of the B/L cannot be removed from the state court on the ground of diversity of citizenship, unless the original parties to the B/L were citizens of different states.—State Bank of Swea City, Ia. v. Chicago & N. W. Ry. Co. U. S. District Court, Iowa. 281 Fed. 345.

It Is Not Easy.

To apologize.
To begin over.
To admit error.
To be unselfish.
To take advice.
To be charitable.
To be considerate.
To endure success.
To keep on trying.
To avoid mistakes.
To forgive and forget.
To keep out of the rut.
To make the most of a little.
To maintain a high standard.
To recognize the silver lining.
To shoulder a deserved blame.

BUT IT ALWAYS PAYS.—Southworth & Co., Toledo.

Error in Quotation Made Good by Accepting Erroneous Invoice.

Hall-Baker Grain Co., of Kansas City, Mo., plaintiffs, v. San Jon Elevator Co., of San Jon, N. Mex., before Arbitration Committee No. 4 of the Grain Dealers National Ass'n, composed of E. W. Crouch, E. Wilkinson and Tom F. Connally.

This controversy arises over the sale of four cars of wheat by the San Jon Elevator Co. to the Hall-Baker Co., thru their broker, J. N. Beasley Grain Co., of Amarillo, Tex.

On Sept. 12, 1921, the San Jon Elevator Co. wired J. N. Beasley Grain Co. to bid them on four cars export wheat. J. N. Beasley Grain Co. wired in code, advising that "Hall-Baker bid 1.38½—we bid 1.39."

The Western Union Telegraph Co. delivered to the San Jon Elevator Co. a telegram reading as follows, "Hall-Baker bid 1.39½—we bid 1.39," to which San Jon Elevator Co. replied by wire accepting the bid of 1.39½, thinking that to be Hall-Baker Co.'s bid; and on the same date billed the four cars of wheat to Galveston and made drafts on Hall-Baker Company at Kansas City for same.

Upon receipt of confirmation from the J. N. Beasley Grain Co. setting out the terms of the contract showing sale to J. N. Beasley Grain Co. at 1.39, the San Jon Elevator Co. wired advising J. N. Beasley Grain Co. that their bid was 1.39½ for account of Hall-Baker Co. and that acting on this telegram, they had already made the shipments to and drafts on the Hall-Baker Co. covering the four cars of wheat.

After many telegrams and letters trying to get the matter adjusted, the San Jon Elevator Co. wired the bank at Kansas City that unless Hall-Baker had paid the drafts, to have them forwarded to the J. N. Beasley Grain Co. at Amarillo. It seems nothing more was said by either party to the controversy until the twentieth day of September, when J. N. Beasley Grain Co. wired San Jon Elevator Co. to know if drafts for the four cars of wheat had been returned, to which San Jon Elevator Co. did not reply. On the following day the J. N. Beasley Grain Co. wired the San Jon Elevator Co. that it was absolutely necessary that they know what to depend upon regarding the four cars of wheat, asking if they could furnish or shall we buy elsewhere for your account, to which San Jon Elevator Co. replied "we will furnish the four cars," and accordingly, on Sept. 23, four cars were shipped to Galveston for the account of the J. N. Beasley Grain Co. On Sept. 16, four drafts covering the four cars of wheat shipped on the twelfth were presented to Hall-Baker Co. at Kansas City and were paid by them. To each of the drafts on the four cars of wheat an invoice was attached, reading as follows: "Shipped you at Galveston from San Jon, New Mexico, 9-12-21 to apply on sale of four cars sold to you thru J. N. Beasley Grain Co. of Amarillo, basis price 1.39½ Galveston D/B/L to Commonwealth National Bank, Kansas City, Mo."

On Oct. 5, 21 days after the Hall-Baker Co. had paid the drafts covering the four cars of wheat shipped September 12 by the San Jon Elevator Co., they discovered that they had never received any confirmation from J. N. Beasley Grain Co. covering this sale. They immediately wired the J. N. Beasley Grain Co. to know if they had any record of any such sale having been made, to which J. N. Beasley Grain Co. wired Hall-Baker Company: "We have no record of sale on that date."

On the same day, October 5, Hall-Baker Company wrote J. N. Beasley Grain Co. requesting that they get in touch with San Jon Elevator Co. and endeavor to get the matter adjusted, as they had no record of any purchases made from San Jon Elevator Co. covering these four cars of wheat. J. N. Beasley Grain Co. on Oct. 7 and again on Oct. 14 and on October 17, went into the matter fully with San Jon Elevator Co., setting forth Hall-Baker Co.'s version of the transaction.

The plaintiff herein claims that inasmuch as no confirmation was mailed them and the trade was made with J. N. Beasley Grain Co., that they had not made any purchase from San Jon Elevator Co. and that they paid these drafts and handled this wheat as a consignment for the San Jon Elevator Co.

Defendants claim that it was their understanding of the telegram that they had made the sale to the Hall-Baker Co. and had made shipment to them in good faith, and that when the drafts were presented to the Hall-Baker Company with the notations made on the invoices attached to the drafts "this wheat to apply on contract of September 12 at 1.39½, sale having been made thru J. N. Beasley Grain Co.," that this was an acceptance of the wheat at the price and on the terms stated in the invoice.

The Com'ite holds that the subsequent shipment to J. N. Beasley Grain Co. was made after a threat by J. N. Beasley Grain Co. to buy for the account of San Jon Elevator Co. and therefore has no bearing on the trade with the Hall-Baker Co.

The Com'ite is further of the opinion that when the Hall-Baker Co. paid the drafts with the notations on the invoices as stated, they

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References: Any bank, mercantile agency, commission firm or the editor of this publication.

are estopped from coming back 21 days later, and treating the wheat as a consignment. We, therefore, find for the defendant and assess the cost of arbitration against the plaintiff therein.

Shipper Liable for Delaying Documents.

The Arbitration Appeals Com'ite of the Grain Dealers National Ass'n, composed of Elmer Hutchinson, W. W. Manning, Jno. S. Green, A. S. MacDonald and E. M. Combs, reversed in part a decision by Arbitration Com'ite No. 5 in the case of Wallingford Bros., Wichita, Kan., v. Smith Bros. Grain Co., of Fort Worth, Tex.

This case comes to the Appeals Com'ite by Smith Brothers appealing from the decision of Arbitration Com'ite No. 5 of the Grain Dealers National Ass'n, wherein they allow the claim of Wallingford Bros. in full; and the principle involved is that of a shipper withholding advice of shipments, Bs/L, or other necessary papers for the proper tender of shipments an undue length of time. The following are the facts as shown by the evidence:

On Sept. 12, 1921, Wallingford Brothers sold to the Smith Bros. Grain Co., thru Linton Christie Grain Co., 5,000 bus. of No. 1 red or No. 1 hard winter wheat, at \$1.40 a bushel CAF Galveston, Tex., for export, shipment within 30 days, Galveston official weights and grades. Lower grades apply old government scale of discounts, 2 cents a bushel additional if mixed wheat, winter. All three parties passed confirmations practically alike except upon sellers confirmation the added notation by rubber stamp "All grades below No. 5 apply at market difference."

It is further shown that Wallingford Brothers billed to apply on this sale four cars of wheat, two cars of which were billed dated before the contract was made and which Smith Brothers rejected as being inapplicable on contract, and which two cars Wallingford Brothers handled on their own account. The other two cars of this lot were accepted by Smith Bros. and contained 2,252 bus. and 40 pounds.

Smith Bros. admit in their pleadings that thru error in their office this contract was filed as having been completed, and that they did not discover this error until they later received notice (on Nov. 10, 1921) from the bank that drafts with Bs/L attached were drawn against them for two more cars of wheat.

The evidence introduced as to these last two cars of wheat, or the two cars in controversy, follows: Car AT 48146, billed weight 1,468 bus. from Jett, Okla., on Sept. 21, 1921 S/O Ntvy Milder Grain Co., Galveston, Texas, and Rock Island 40725, billed weight 1,400 bushels, from Ashley, Okla., on Sept. 28, 1921, S/O Ntvy Milder Grain Co., at Galveston, both cars having been shipped within contract time, but Wallingford Bros. did not invoice the cars and make drafts on Smith Bros. until Nov. 8, 1921, which notices reached Smith Bros. on Nov. 10, at which time correspondence developed wherein Smith Bros. refused to accept the cars, and agreed that Wallingford Bros. should sell the two cars "for whom it might concern" and arbitrate the difference. Wallingford Bros. promptly took this action, and the evidence is conclusive in the minds of the com'ite that they sold the two cars of wheat to the best possible advantage to protect all interests, at a price of \$1.12 CAF Galveston, or a loss of 28 cents a bu. from the contract price.

On Nov. 10, 1921, Smith Bros. wired H. A. Wickstrom, chief inspector at Galveston, asking date of arrival and grade of these two cars, to which they received the following reply by wire:

"Rock Island 40725 sample grade yellow hard winter fifty-seven two live weevil damage Oct. 18 no record of other car."

Upon this statement the com'ite finds that RI 40725 arrived at Galveston on Oct. 18, 1921 but at this time car AT 48146 had not yet arrived Nov. 10.

The question of how long a shipper can hold papers on a shipment from the buyer, and hold the buyer to acceptance, would of necessity be one of fact in each individual case, and this com'ite realizes the importance of any precedent that would, at any future time, be used as a guide. However, the com'ite is of the opinion that car RI 40725 invoiced at 1,400 bus., which was billed to order notify a party unknown to Smith Bros., thus depriving them of notice of arrival by the carrier, and which arrival was 23 days before they had any notice from Wallingford Bros. of the shipment or the tender of the B/L, that this was an unwarranted delay, and as such Smith Bros. should be relieved of any penalty by reason of their refusal to accept this car on contract.

As to car AT 48146, invoiced at 1,468 bus., the evidence shows that it had not arrived at Galveston at the time of the presentation of the B/L to Smith Bros., and having been shipped within the contract time this com'ite finds that it was a proper tender and should have been accepted by Smith Bros. Grain Co. on contract.

Inasmuch as Smith Bros. overlooked the fact that they still had an open and unfilled portion of a contract, and that Wallingford Bros. did not notify them has no bearing on the merits of the case and trade rule No. 7 as pleaded by Smith Bros. does not apply against Wallingford Bros. as they furnished wheat shipped in contract time.

In line with the above, we therefore find that on car RI 40725 Smith Bros. owes to Wallingford Bros. nothing, but on AT 48146 Smith Bros. Grain Co. shall pay to Wallingford Bros. the loss sustained by reason of their rejection and the necessary resale of the car, or 28 cents a bu. on 1,468 bus., amounting to \$411.04, and the cost of this appeal is assessed against Wallingford Bros.

Application on Contract.

Seguin Milling & Power Co., Seguin, Tex., plaintiff, v. Rayford Grain Co., Cleburne, Tex., defendant.

This case is filed for the attention of the Arbitration Com'ite of the Texas Grain Dealers Ass'n by Seguin Milling & Power Company, against Rayford Grain Co., for amount of \$56.85.

Controversy arises out of claim on three cars of wheat from the sale of four cars by Rayford Grain Co. to Seguin Milling & Power Co. Claim of Seguin Milling & Power Co. is for loss in weight, demurrage charges and inspection fees on the three cars of wheat in question.

The wheat was sold basis No. 1 hard, No. 2 to apply at 3c discount and No. 3 to apply at 6c discount. Destination weights and San Antonio official grades to govern the transaction.

On arrival at Seguin these cars were inspected by the San Antonio inspector and graded sample account live weevil. Shippers called for re-inspection and wheat was finally inspected as No. 2 hard and was accepted on the contract.

Therefore, it is the opinion of the com'ite that the wheat was applicable on the contract and that Rayford Grain Co. should not be compelled to stand demurrage and extra inspection charges. It is the opinion of the com'ite that Seguin Milling & Power Co. render Rayford Grain Co. account sales covering the shortage, as Rayford Grain Co. admit claim for loss in weight, and one inspection fee on these cars and Rayford Grain Co. is ordered to pay the corrected account sales.

Secretary H. B. Dorsey is hereby instructed to return to Rayford Grain Co. the amount of their deposit fee in this case.

Joe E. Lawther, R. L. Cole, J. V. Neuhaus, Arbitration Com'ite.

This case was appealed with the following resulting decision:

The Arbitration Appeal Com'ite of the Texas Grain Dealers Ass'n reverses the decision of the Arbitration Com'ite in this case and renders decision as follows:

From the evidence presented, Seguin Milling & Power Co. were negligent in notifying Rayford Grain Co. that the three cars of wheat on this contract were not of contract grade, in that they permitted the free time to elapse before Rayford Grain Co. was notified of the failure of the wheat to grade. Therefore, we assess against Seguin Milling & Power Co. demurrage charges that did accrue for the first day, being \$2.06 each on three cars.

It appears from the evidence submitted that Rayford Grain Co. did not promptly call for re-inspection of this grain, but there appears to have been delay of three days in calling for the re-inspection, and the demurrage for these three days, amounting to \$6.18 on each car, is assessed against Rayford Grain Co. for their neglect in not promptly calling for re-inspection.

Rayford Grain Co. is instructed to pay one inspection fee of \$1.50 on each of the three cars and is ordered to pay the corrected account sales on this basis.

It appears that Rayford Grain Co. did not deposit the required \$10 appeal fee with the Sec'y in this case; as provided for in the Constitution double the amount of the arbitration fee must be deposited as an appeal fee, and we hereby instruct Rayford Grain Co. to pay to Sec'y Dorsey immediately an appeal fee of \$10.

Sec'y Dorsey is instructed to return to Seguin Milling & Power Co. the amount of their appeal fee in this case.

J. E. Bishop, W. H. Killingsworth, J. N. Beasley, E. W. Crouch.

Dissenting opinion:

This Com'ite man is unable to agree with his honorable colleagues in the above styled case, and holds that the opinion as rendered by the Arbitration Com'ite should be upheld in full.

H. P. Hughston.

CANADIAN harvesting and threshing has been completed ahead of the usual schedule this year, and the grain has moved freely, being singularly free from congestion, states the Royal Bank of Canada.

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XX

When specifying a grain drier take good care that you are obtaining a machine which incorporates the most modern ideas in grain drier construction—but also take special care to prove to your satisfaction that the ideas incorporated are tried and true.

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Universal Grain Code, the most complete code published for the use of grain dealers and millers. Its use will reduce your tolls one-half. Its 150 pages contain 14,910 code words for grain trade terms and expressions; no two near enough alike to cause confusion. Bond paper, flexible leather, \$3.00; Book paper, board cover, \$1.50.

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Grain Dealers Journal

309 S. La Salle Street,

Chicago, Ill.

Supply Trade

Faribault, Minn.—E. G. Nutting, pres. of the Humphrey Elevator Co., died recently.

Chicago, Ill.—Wm. M. Williams of the B. F. Gump Co. was married Sat., Oct. 14, to Miss Anna M. Waarich.

Washington, D. C.—It was reported on Nov. 3d that the Treasury Dept. was about ready to impose a duty of 8% on cement from Canada.

Mr. Advertiser, when you sign an advertising order you are adding to your permanent investment; you are consciously or unconsciously adding to your sales force.

New York, N. Y.—Due to the fact that there never has been any real commercial outlet for an invention after the patent was granted nor any co-ordinated assistance in its further development, announcement is made of the first Universal Exposition of Inventions and patents to be held in Grand Central Palace Feb. 17-22, 1923. The object of this exposition is to fulfill an important universal need, and it is intended to bring the capital of America and inventive brain of the world together; give all inventors full opportunity to show the public, the manufacturer, the merchant, the capitalist and financier, the possibilities for utility, business, trade and commerce that lies in their inventions. Further information relative to this exposition can be had by addressing the executive officers World's Tower Bldg.

Minneapolis, Minn.—We have recently installed Carter Disc Separators in the following plants: Kongsberg Grain Co., Kongsberg, N. D.; Meyers Mfg. Co., Nashville, Ill.; Kearney Flour Mills, Kearney, Neb.; Hunt Rigsby Co., Burkburnett, Tex.; St. Albans Grain Co., St. Albans, Vt.; Southwestern Mfg. Co., Kansas City, Mo.; Hunter Mfg. Co., Wellington, Kan.; Hermanson Roller Mills & Elev., Gunnison, Utah; Meyer Malt & Grain Corp., Buffalo, N. Y.; National Mfg. Co., Toledo, O.; Mill & Elev. Ass'n, Grand Forks, N. D.; Grafton Flour Mfg. & Gr. Elev., Grafton, O.; Hudson Bros., Sanborn, N. Y.; Commander Mfg. Co., Montgomery, Minn.; Wolff Mfg. Co., New Haven, Mo.; Eesley Mfg. Co., Plainwell, Mich.; Urban Mfg. Co., Buffalo, N. Y. 6 Disc Separators to England; 1 Disc Separator to Buenos Aires, Argentina.—Carter Mayhew Mfg. Co.

Chicago, Ill.—The general catalog No. 400, just issued by the Link-Belt Co. embraces its entire line and is the most complete book ever issued on its products and those of the H. W. Caldwell & Son Co. Included are, 220 pages devoted to link belt chains and wheels alone; elevator boots, buckets, casings; helioid and other screw conveyor equipment; gates for conveyors, bins and hoppers; belt conveyors; car loaders and unloaders; car pullers, friction hoists, power shovels, take-ups, belt tighteners, rubber and leather belting and pulleys, rope sheaves, tension carriages, gearing, friction clutches and belt trippers. Containing several pages of engineering data and exact descriptions of the equipment this book is most useful to the architect and engineer as well as to those charged with the duty of maintaining the mechanical equipment of grain elevators. Its 832 indexed pages fail to do justice to the special lines of equipment made by the Link-Belt and the Caldwell plants, so that there have been prepared 62 other smaller catalogs, booklets and literature, such as the catalog No. 309 on Link-Belt Silent Chain for Grain Elevators. The new book can be obtained from any Link-Belt branch office.

GERMANY has arranged the purchase of 9,250,000 bus. of wheat, or 250,000 tons, to be delivered at the rate of 50,000 tons per month.

Insurance Policy Valid tho All Owners Not Named.

The Supreme Court of Oklahoma on Sept. 19, 1922, decided against the Springfield Fire & Marine Ins. Co. in the suit brot by E. L. Donahoe and others to recover under a policy of insurance issued in the name of Geo. B. Murray in the sum of \$1,500 on certain wheat.

Two months after the policy was issued wheat to the value of \$835.50 was burned. The adjuster learned that Donahoe Bros. owned half of the wheat and offered Murray \$417 provided Murray would receipt for payment in full and surrender the policy.

Murray and the Donahoes brot suit to reform the policy and recover the full amount.

The defendant answered, first, by general denial, and contended that equity had no power to reform a written instrument by substituting any parties or adding new subject-matter. The evidence disclosed that the agent of the company who wrote the policy knew the Donahoes owned one-half interest in the wheat and was so advised by Murray, and that it was the intention of both Murray and of Sharp, the agent of the company who wrote the policy to insure the interest of both the Donahoes and Murray in the wheat.

In affirming the judgment of the lower court in favor of the Donahoes the Supreme Court said:

The adjuster, within about 30 days after the loss, came and looked over the remains of the fire where the wheat had been destroyed and offered Murray \$417, and stated that Murray was the only party that he knew in the contract, altho he knew the Donahoes better than he knew Mr. Murray, but did not know them in the contract, and he would pay Murray \$417, the amount of his loss, if Murray would assign the entire papers over to him, and give up the policy and receipt him. This was upon the theory that Donahoes' name did not appear in the policy, and the company was not liable for the wheat belonging to them that was destroyed.

Thereafter the adjuster wrote to the Donahoes, altho it was more than 60 days after the fire, and advised the Donahoes that the insurance policy only covered one-half interest in the crop, or that part belonging to Murray, and did not cover the interest of any other person. Another letter from the general agent appears in the record, which advised that the policy did not cover the interests of Donahoes, but only the interests of Murray.

There was no contention over the amount of wheat destroyed, nor the value of the same. We think, from the consideration of the evidence cited in the brief, there can be but one logical conclusion reached, and that is that the adjuster on behalf of the company was denying liability for one-half of the amount of the wheat destroyed because one-half of the wheat belonged to the Donahoes and their names did not appear in the insurance policy. This court, in the cases of Oklahoma Fire Insurance Co. v. Wagester, 38 Okl. 291, 132 Pac. 1071, American National Insurance Co. v. Donahoe, 54 Okl. 294, 153 Pac. 819, and Federal Life Ins. Co. v. Lewis, 76 Okl. 142, 183 Pac. 975, 5 A. L. R. 1637, held:

"A provision in an insurance policy requiring proof of loss to be furnished the company within a certain definite time is waived by the company denying liability within said time upon other grounds than failure to furnish proof of loss."

When the company denied liability for one-half of the loss, because Donahoes' name did not appear in the policy, this was a denial of liability upon that ground and that ground alone. Having denied liability within 60 days of the time of furnishing proof of loss, the company waived the provision of the policy which required proof of loss within 60 days.—209 Pac. Rep. 442.

Insurance Notes.

LIGHTNING struck the Montana Elevator Co.'s plant at Winnett, Mont., and did not do enough damage to enter claim with the insurance company. It entered the cupola window and evidently passed out another open window for it did not disturb anything, but it did leave in its wake 32 little fires around the leg, sidewalls and deck floor. Extinguishers from the elevator and neighboring plants held the blaze in check until the fire department hose was applied. Keep your firefighting equipment in first class shape—your elevator may be next.

DRY POWDER fire extinguishers were not endorsed by the National Fire Protection Ass'n at its recent meeting at Atlantic City. The Ass'n said that so-called fire extinguishers consisting generally of sheet metal tubes filled with mixtures of bicarbonate of soda and other materials in powder form or of glass bottle filled with chemical solutions and designed to be hurled at the seat of the fire, are not recognized as fire extinguishing appliances. Not only are such extinguishers useless but they give one a false sense of security, to say nothing of the valuable time that is wasted fooling with them when a fire does break out.

STANDARD OIL Co. employes are not permitted to use a rubber hose in transferring gasoline from truck to tanks, as the friction generated might start a fire. In fact, one of our field men advises us of a fire started at Fedora, S. D., but was extinguished before serious damage resulted. Standard Oil trucks have a drag chain attached for the purpose of grounding the static that may be generated. If any one knows what gasoline will do when it gets off the reservation, surely it is John D.'s men. They take no chances, why should you? Wherever there's gasoline there's danger. Keep it in a safe place away from your elevator.—Our Paper.

Non-Freezing Solution for Gas Engine.

A non-freezing mixture for the water jacket of a gasoline engine or water barrels can be made by mixing the following amounts of calcium chloride with water, according to the temperature: 18 degrees above zero, 2 pounds to each gallon of water; zero, 3 pounds to each gallon; 10 degrees below zero, 3½ pounds to the gallon; 18 degrees below zero, 4 pounds to the gallon; 40 degrees below zero, 5 pounds to the gallon.

Measure the water, and add whatever amount of calcium chloride is needed, stir until the chloride is dissolved and then use.

WILD RICE "Arroz brabo" grows in large quantities in the interior of Brazil. It differs only slightly from common rice and is used with much success in fattening stock.

THE ESTIMATED yield per acre of wheat and rye in Germany is less than the actual yield of last year. Wheat is about 30 per cent less and rye about 20 per cent less. It is thought that the crops are being intentionally underestimated for the purpose of defeating the Government's recent tax-payable-in-kind measure.

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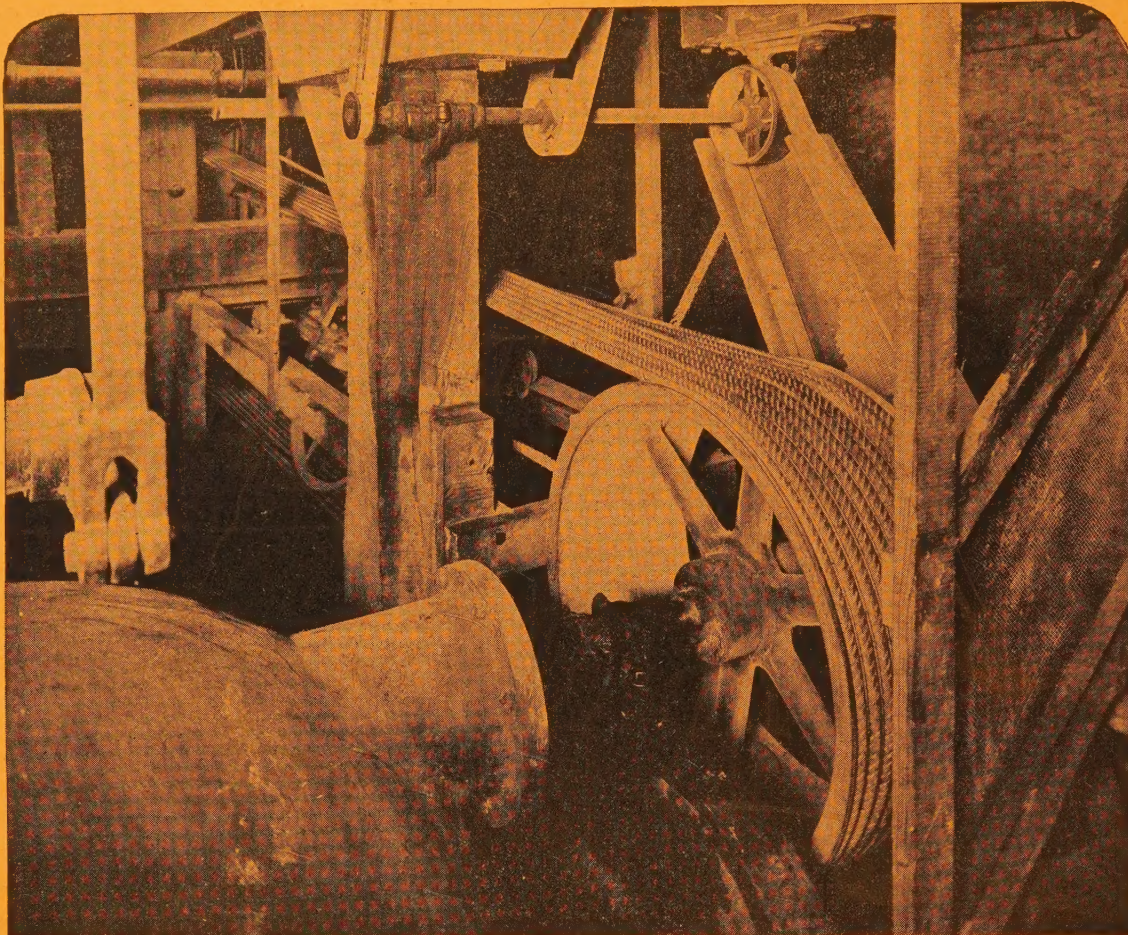
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